

Request for Proposal RFP 25-704

The Housing Authority of Columbus, Georgia (HACG) is soliciting proposals for:

DESCRIPTION: **SOLID WASTE COLLECTION AND PROCESSING SERVICES**

RFP NUMBER: RFP 25-704

ISSUE DATE: September 8, 2025

PROPOSAL DUE DATE: October 8, 2025

PROPOSAL DUE TIME: 5:00 p.m. Eastern Standard Time

DIRECT INQUIRIES TO:

PO Box 630
Columbus, GA 31902
Phone: 706-571-2800
Fax: 706-571-2849
E-mail: RFPupdates@columbushousing.org

All inquiries concerning this RFP must be made in writing to the Chief Financial Officer (CFO). Violation of the foregoing may result in disqualification of the Contractor to participate in this RFP. No oral conversations or agreements with any officer, agent, or employee of HACG regarding this RFP are authorized, and no other person other than the CFO shall affect or modify any terms of this RFP. The contractor may submit written questions concerning this RFP by mail or email. Telephone inquiries will not be accepted.

HACG reserves the right to, and may, amend, modify, or cancel this RFP without prior notice, at any time, at its sole discretion. In the event it becomes necessary to revise or supplement any part of this RFP, Contractor will be notified by phone, fax, or certified mail. Additionally, HACG reserves the right to increase, reduce, add, or delete any item to this solicitation as deemed necessary where it is consistent with HACG's policies to do so.

HACG reserves the right to reject all bids where it is determined to be in the best interest of HACG to do so.

1. INTRODUCTION

The Housing Authority of Columbus, Georgia (HACG) was created in 1938 when the City Council of Columbus, Georgia approved an enabling resolution as provided by Georgia law. HACG was the fourth public housing authority to be organized in Georgia. Under Georgia law, housing authorities are public bodies corporate and politic. As such, housing authorities are independent and autonomous entities. They are not a part of the city or county government. HACG was created to provide affordable housing to low-income families in Columbus, Georgia.

HACG is directed by a seven-member board of commissioners appointed by the mayor, one of which is also a public housing resident. Board members serve for five-year terms, except the resident commissioner, who serves a one-year term. When the terms expire, the mayor either reappoints the member for another term or replaces the member with another person.

The Mission of The Housing Authority of Columbus, Georgia is to be the foremost provider of quality, affordable housing in the Columbus region by developing, revitalizing, and managing contemporary housing communities.

2. GENERAL REQUIREMENTS

The Housing Authority of Columbus, Georgia (HACG) invites experienced solid waste collection and processing contractors to provide a proposal for the Scope of Work outline in **Attachment A**.

The contract period shall be for thirty-six (36) months from the Effective Date of the Contract.

The contract shall have an option to extend for up to two (2) additional twelve (12) month periods if agreed upon by each party. The total contract period shall not exceed sixty (60) months from the Effective Date of the Contract, i.e., the date on which the original contract is executed by HACG.

Each proposal shall be for a Firm Fixed Price (FFP) agreement and the total price submitted shall be all-inclusive and not subject to adjustment for any reason. All costs, including labor, travel and miscellaneous fees must be factored into the bid pricing.

HACG will consider price increases for contract extensions beyond the original thirty-six (36) month contract period. Such price increases are normally attributed to an index (i.e., Consumer Price Index) and will be analyzed prior to contract extensions.

3. SITE VISIT AND MANDATORY PROPOSAL MEETING

HACG requires all contractors to personally visit all properties listed in **Attachment A**. All contractors are required to attend a mandatory Pre-Proposal Meeting on Friday, September 19, 2025, at 2PM EST. This meeting will be held in the Central Office Real Estate Conference Room at 1000 Wynnton Rd, Columbus, GA. **Proposals from contractors who do not attend the Pre-Proposal Meeting will not be accepted by HACG.**

4. SCOPE OF WORK

For the work to be performed on properties, as listed in **Attachment A**, the contractor will furnish all labor, materials, equipment, fuel, transportation, tools, supplies, safety equipment and traffic control equipment as may be needed to perform the work properly and effectively.

The contractor shall designate a qualified project field representative with a minimum of five years' experience with managing the type of work outlined in Attachment A who will be available to HACG staff during normal working hours. A brief resume of this individual is required as part of the proposal.

All contractor employees should wear appropriate corporate uniforms that clearly identify them as employees of the contractor. The contractor will be solely responsible for the conduct of its employees when said employees are working within HACG properties. The contractor's employees will comply with the same standards as HACG holds its own employees. The contractor is solely responsible for their employees for compliance with OSHA or other regulatory safety requirements. All employees shall be competent and qualified in their field and shall be either US citizens or legal residents who are properly authorized to work in the United States. HACG reserves the right to request such work documentation from the contractor. Failure of the contractor to comply with any of these provisions may result in immediate termination of the contract by HACG for which the contractor will not be due any compensation. Contractor vehicles shall be clearly marked with decals and/or lettering as appropriate that identify the company's name and contact telephone number. All vehicles and power operated equipment of any type will be properly maintained, will not be in disrepair and will be safe to operate at all times.

Contractor will be solely responsible for compliance with all current regulations.

5. ADDITIONAL CONTRACTOR RESPONSIBILITY

The contractor is fully responsible for any damage of any kind whatsoever caused in whole or in part by the negligence, inappropriate actions or errors of its employees or agents. To the fullest extent permitted by law, the contractor shall

indemnify and hold harmless HACG, HACG officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of the contractor or contractor's officers, directors, partners, employees and agents in the performance and furnishing of the contractor's services.

All work shall be performed by the Contractor's own forces. **No sub-contracting of work will be permitted.**

6. SUBMISSION OF PROPOSAL – ATTACHMENT B

The contractor must submit all required documents of the proposal in a **sealed envelope** marked:

SOLID WASTE COLLECTION AND PROCESSING SERVICES

ORGANIZATION NAME: _____

Mail all proposals to:

The Housing Authority of Columbus, Georgia
PO Box 630
Columbus, Georgia 31902

Or hand-deliver to:

The Housing Authority of Columbus, Georgia
1000 Wynnton Road
Columbus, GA 31906

Offeror must assemble submissions in the order described below and place proposals in 3-ring binders with tabs clearly identifying each section. Offerors must clearly coordinate proposal response information with each Submission Requirement item title as shown in this RFP, items a) through h).

Offerors must clearly coordinate proposal response information with each Submission Requirement item title as shown in this RFP, items a) through h) within separate folders titled for each section.

Any proposal received after the due date and time will not be accepted and will be returned to the Proposer unopened. All submission requirements must be met to be considered.

7. SUBMISSION REQUIREMENTS:

A. CONTRACTOR INFORMATION

The contractor shall provide: **(Attachment C)**

- Organization name and type of business structure (corporation, LLC, sole proprietorship, etc.)
- Contact information (name, telephone, fax, and email)
- Physical location(s) of the corporate office, equipment storage and maintenance facility
- IRS Form SS-4 and Employer Identification Number (EIN) of the legal entity to which the contract is to be written.

B. EXPERIENCE AND REFERENCE INFORMATION

- A brief description (no longer than one half page) of similar scopes of work performed by the contractor for other public and private sector clients. Information for each client must also include **(Attachment D)**:
 - Name of client
 - Contact information (name of individual, position, address, telephone, and email)
 - Time frame for performing the work. If work is not currently being performed, state the reason work was ended (i.e., project completed, contractor left project, terminated by client, etc.)
 - Total value of the work
 - The contractor will provide this information for all current and past contracts (last two years) that are more than \$50,000.00 per year.
- The Contractor's current and past clients may be contacted by HACG for references on the current and/or past work performed by the contractor. The information received from these references will be included in the information used by HACG in making its final selection of the most qualified, experienced, and dependable contractor.

C. LIST OF CURRENT EMPLOYEES

- Include Names
- Titles
- Years with the Company
- Current legal status
(Attachment E)

Please include an estimate of the number of additional employees needed to properly fulfill the Scope of Work.

D. Equipment List

List of current motorized equipment to be used to undertake the work outlined in **Attachment F**.

The contractor shall provide a plan to perform the Scope of Work, **Attachment A**, in the event of (not more than one half page):

- Equipment failure
- Unexpected weather
- Loss of key personnel

The contractor agrees to make all records associated with this contract available to HACG through the agreed term of the contract and shall maintain such records for a period of three years after termination of this contract. Such records will be made available to HACG as requested if such requests are reasonable.

8. PRICING PROPOSAL

Provide pricing as per the Pricing Proposal Sheet, **Attachment B**. Quotations will include all costs for performance of the work. Pricing shall be on a firm fixed basis for the contract period. Discounted payment terms will be considered in lowering quoted pricing.

The contractor will submit monthly service invoices based on the prices and terms shown in the Proposal, (**Attachment B**), which will become the basis for payment unless an alternate means is requested by the contractor and approved in advance of payment by HACG. HACG will make payment to the contractor within 30 days of receipt of an invoice that is acceptable to HACG. HACG will advise the contractor within seven working days of its receipt of an invoice and completion of the monthly field review with the contractor if such an invoice is not acceptable to HACG.

Any services rendered that are not specifically set out in the Proposal (**Attachment B**), or otherwise are outside of the Scope of Work, (**Attachment A**), will not be undertaken by the contractor unless the contractor has prepared and submitted, and HACG has approved a written Change Order Request. Any work undertaken by the contractor without an approved and signed Change Order Request will be done at the sole risk of the contractor and HACG makes no guarantees that such services will be reimbursed without the approved Change Order.

9. CERTIFICATION REGARDING DEBARMENT

Each contractor must include in his/her proposal a certificate signed by a company officer indicating that neither it nor its principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, (**Attachment G**).

10. NON-COLLUSIVE AFFIDAVIT

Each contractor must also include in his/her proposal a signed non-collusive affidavit, a sworn statement that a bidder or vendor attests to, stating they have not colluded with other bidders or vendors in preparing their bid and that their bid is independent, (**Attachment H**).

11. REFERENCES

Contractors should provide references according to **Attachment D**.

12. EVALUATION FACTORS

HACG will conduct a comprehensive, fair, and impartial evaluation of proposals received. In addition, HACG, at its sole discretion, will use the following criteria in determining the most qualified contractor to perform the work for HACG:

- Quoted Cost of Services
- Experience, quality and performance with similar size and type contracts
- Local experience
- Result of reference interviews

HACG reserves the right to: (a) waive technicalities; (b) reject all proposals, in whole or in part, submitted in response to this RFP; (c) request clarifications from all contractors; and (d) request resubmissions from all contractors.

13. PREVIOUS CONTRACT TERMINATION

The contractor must indicate whether they or any principal officers of the company have had any contract for the provision of products or services like those contemplated in this RFP terminated for default within the last five years. "Terminated for default" shall mean that a notice to stop performance was delivered to the contractor or any of its principal officers due to the contractor's or any principal officers' non-performance or inferior performance. If the contractor has had a contract terminated for default in this period, then the contractor must submit full details including the other party's name, address, and telephone number, and whether the issue of performance was either:

- Not litigated due to inaction on the part of the contractor, or
- Litigated and determined that the contractor was in default, or
- Litigated and determined that the contractor was not in default, or
- Not litigated and settled out of court

14. WITHDRAWAL OF PROPOSALS

Proposals submitted earlier may be withdrawn by the contractor prior to the proposal due date specified in this RFP. After the proposal's due date, the proposals cannot be withdrawn by the contractor prior to the award.

15. ACCEPTANCE OF RFP TERMS

Once the proposal's due date has passed, a proposal submitted in response to this RFP shall constitute a binding offer. A submission in response to this RFP acknowledges acceptance by the contractor of all terms and conditions of participation in this procurement as set forth in this RFP. The contractor, by signing the letter of the proposal, certifies that it accepts all of the terms and conditions of participation in this procurement as set forth in this RFP, in full, without reservations, limitations, assumptions, restrictions, caveats, or any other type of qualification, except for those noted in writing and submitted in the proposal.

16. COST OF THE PREPARATION

HACG accepts no obligation for costs incurred by any contractor in the preparation of a response to this RFP.

17. RFP RESPONSE MATERIAL OWNERSHIP

All material submitted regarding the RFP becomes the property of HACG and will not be returned to the contractor.

18. CONTRACT

HACG reserves the right to negotiate, delete or add other provisions consistent with the successful contractor's offer as needed to ensure that the final executed agreement accurately reflects the parties' intent, the procurement/lease, and the award. Any contract awarded under this RFP will be made in accordance with the provisions of this RFP.

Prior to the award, the apparent winning contractor may be required to enter discussions with HACG to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved with ten (10) business days of notification of intent to award or such other period mutually agreed to be the parties, if the negotiations are not finalized within such time

frame, the proposal may be rejected and discussions may be initiated with the next highest scoring contractor as set forth in the RFP.

19. INSURANCE

Contractors must have and keep in force during the term of services the following insurance as a minimum and name HACG as an "Additional Insured" by endorsement to the policy.

- a. Minimum Commercial General Liability Insurance of \$1,000,000.
- b. Automobile Liability Insurance (Hired/Non-Owned) \$1,000,000.
- c. Excess Umbrella Liability \$10,000,000
- d. Worker's Compensation and Employers' Liability \$1,000,000.

Provide HACG one certified copy of the insurance policy(ies) prior to commencement on the work or services to be provided.

20. EQUAL OPPORTUNITY EMPLOYER

Provide a statement of your firm's affirmative action policy. Prior to being awarded a contract, the contractor will provide HACG with an acceptable Affirmative Action/Equal Opportunity Employment Plan that documents all necessary and required steps to assure equal opportunity under the law.

21. ADVERTISING

In submitting a proposal, the contractor agrees not to use the results from it as a part of any commercial advertising.

22. NOTICES

All notices, demands, requests, and claims pertaining to the award of this RFP must be addressed in writing to:

Carla Godwin
Chief Financial Officer
The Housing Authority of Columbus, Georgia
PO Box 630
Columbus, GA 31902

Any actual or prospective contractor may protest the solicitation or award of a contract. All protests of the solicitation must be received ten (10) days prior to the proposal closing date. An actual or prospective contractor has ten (10) days to protest after the basis of the protest is known or after the actual or prospective contractor is notified of the award. All bid protests shall be in writing, submitted to the CFO, who shall issue a written decision on the matter. The Chief Executive Officer may, at his/her discretion, suspend the procurement pending resolution of

the protest, if warranted by the facts presented.

23. COMPLIANCE WITH LAW

The contractor shall comply with all applicable Federal, State and local laws, regulations, ordinances and requirements applicable to the work described herein including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity programs, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, equal opportunity for businesses and unemployed and underemployed persons (as referenced in Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3)), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and those laws and regulations concerning refuse collection, and shall provide for such compliance in the contract documents. To the extent the work required under this contract is related to development, the contractor shall further comply with the applicable Annual Contributions Contract (ACC) related to such development. To the extent such work is related to a mixed finance development, the contractor shall comply with the provisions of 24 CFR § 941.208. The contractor shall obtain, at the contractor's expense, such permits, certificates, and licenses as may be required in the performance of the work specified.

24. CODE OF CONDUCT

No employee, officer, Commissioner, or agent of HACG shall participate in the selection or in the award or administration of any contract if a conflict, real or perceived, is involved. Such conflict would arise when a substantial financial or other interest in a firm selected is held by:

- a. An employee, officer, Commissioner, or agent involved in making the award.
- b. Any member of his/her immediate family.
- c. His/her partner.
- d. An organization in which any of the above is a partner, owner, or significant shareholder (i.e., controls more than 10% of outstanding stock).

HACG officers, commissioners, employees, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from its vendors, suppliers, contractors, potential contractors, or parties to subcontractors, and shall not knowingly use confidential information for actual or anticipated personal gain.

25. FUND LIMITATIONS

HACG will not be bound to any contract (in whole or in part) if funding has been disallowed by HUD.

26. GOVERNMENT RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful proposer to immediately notify HACG in writing, specifying the regulation which requires an alteration. HACG reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to HACG.

****END OF PROPOSAL****

The following HUD forms **MUST** be completed in their entirety and returned as an integral part of the contractor's proposal. The Authority reserves the right to consider a proposal non-responsive should the Respondent fail to submit any of the listed forms and certifications:

- **Form 2992** - Certification Regarding Debarment and Suspension
- **Form 5369C** - Certifications & Representations of Offerors – Non-Construction Contract

The following forms are provided for informational purposes and do not need to be submitted with the proposal:

- **Form 5370C Section 1** - General Contract Conditions Non-Construction
- **Form 5369B** - Instructions to Offerors Non-Construction

**ATTACHMENT "A" SCOPE OF WORK
REQUEST FOR PROPOSALS (RFP)
SOLID WASTE COLLECTION AND PROCESSING SERVICES
FOR HOUSING AUTHORITY OF COLUMBUS, GEORGIA**

Description of Work Required:

1. Work Required:

The Contractor shall furnish all labor, equipment, tools fuels, materials, supervision necessary for the performance of all operations incidental to the collection and proper disposal of residential solid waste per property addresses as referenced in **Attachment F**. Work shall consist of the following:

- a. Weekly collection of residential solid waste. **For this proposal, Solid Waste is to be considered as normal residential waste.**

Solid Waste **does not** include yard debris (leaves, trimmings, and limbs), furniture, white goods, large construction debris, or other objects that are too large to fit into a container.

Some trash container enclosures have doors. These enclosures must be opened and closed manually by the Contractor's workers. Some containers may have plugs at the bottom of the container to prevent rodents from entering the container. If the lids on these containers are left open and the container fills with water, it is the responsibility of the Contractor to remove the plug, drain the water, reinsert the plug and close the lid.

- b. For this proposal, the Contractor should provide a quotation for the weekly collection of solid waste from:
 - i. Columbus Commons 500 5th Avenue
 - 1. 1 Compactor
 - ii. Warren Williams 1200 Warren Williams Road
 - 1. 7 – 6 Yard Containers
 - 2. 2 – 8 Yard Containers
 - iii. Rivers Homes 1050 Adair Avenue
 - 1. 1 – 6 Yard Container
 - iv. Nicholson Terrace 1313 14th Street
 - 1. 1 - 6 Yard Container

- v. Luther C. Wilson 3400 8th Avenue
 - 1. 12 – 8 Yard Containers
 - 2. 3 – 6 Yard Containers
- vi. Elizabeth E. Canty 100 20th Avenue
 - 1. 9 – 6 Yard Containers
 - 2. 1 – 8 Yard Container
- vii. Farley Homes 1901 Nina Street
 - 1. 6 – 8 Yard Containers
- viii. E J Knight 3610 Youman Street
 - 1. 6 – 6 Yard Containers
 - 2. 1 – 8 Yard Container
 - 3. 1 – 4 Yard Container
- ix. Columbus Villas 6016 Georgetown Drive
 - 1. 4 – 8 Yard Containers
- x. Willow Glen 2971 Buena Vista Road
 - 1. 1 – 8 Yard Container
- xi. Legacy Terrace 801 9th Street
 - 1. 1 – 2 Yard Container
- xii. Gentian Oaks 4503 Reese Road
 - 1. 1 – 6 Yard Container
 - 2. 1 – 8 Yard Container
- xiii. Tenant Selection Office (TSO) 1146 Martin Luther King Blvd
 - 1. 1 – 6 Yard Container
- xiv. E J Knight Senior Citizen Center 3811 Baker Plaza Dr
 - 1. 1 – 6 Yard Container
- xv. Maintenance Shop/EJ Knight Senior Center 1121 Ft Benning Rd
 - 1. 20 Yard Roll Off
- xvi. Warm Springs Senior Village 4219 Warm Springs Rd
 - 1. 2 – 6 Yard Containers
- xvii. Patriot Pointe 3725 Chapman Way
 - 1. 1 Mini Compactor
 - 2. 1 -2 yard container
- xviii. Arbor Pointe I 1312 Gazebo Way
 - 1. 1 Compactor
- xix. Arbor Pointe II 1401 Cupola Place
 - 1. 1 Compactor
- xx. Cottages 1454 Cupola Place
 - 1. 1 Compactor

2. Collection Schedule:

The Contractor must pick up trash as per the properties and days of service on Attachment F. **Though strongly discouraged**, the Contractor may propose a different collection schedule as long as residential solid waste is collected weekly from each property. If the Contractor proposes a different schedule than the one HACG uses, the Contractor will work with HACG to define the new schedule and will provide proper written notification to all customers of changes in collection days as HACG may direct.

3. Disposal of Solid Waste:

The Contractor shall properly transport and dispose of all solid waste in an approved landfill. The landfill name and location shall be provided as requested in the Proposal form (Attachment B).

4. Traffic Control:

The Contractor shall be responsible for providing all traffic controls, vehicle warning and signal lights as may be necessary to ensure traffic control and safe vehicle operation during the collection process.

5. Clean Up:

The Contractor shall clean and remove any spillage of solid waste that may fall from vehicles or bins during the collection of solid waste. Contractor will also spray all bins monthly, with an ecofriendly sanitizer.

ATTACHMENT "B" PROPOSAL FORM

REQUEST FOR PROPOSALS (RFP) SOLID WASTE COLLECTION AND PROCESSING SERVICES FOR HOUSING AUTHORITY OF COLUMBUS, GEORGIA

The undersigned offers to supply all the equipment, materials, fuel, labor and supervision for the weekly collection and disposal of residential solid waste as stipulated in the Request for Proposals (RFP) for Solid Waste Disposal Services for The Housing Authority of Columbus, Georgia. The undersigned confirms that the information on this Proposal Form is correct and clearly represents all the work outlined in Attachment "A" Scope of Work and the Request for Proposal and is complete and accurate.

1. COSTS:

i. Columbus Commons 500 5th Avenue

1. 1 Compactor

- a. MONTHLY HAUL CHARGE \$ _____
- b. MONTHLY DISPOSAL CHARGE \$ _____

ii. Warren Williams 1200 Warren Williams Road

1. 7 – 6 Yard Containers

- a. MONTHLY RENTAL \$ _____
- b. MONTHLY HAUL CHARGE \$ _____
- c. MONTHLY DISPOSAL CHARGE \$ _____

2. 2 – 8 Yard Containers

- a. MONTHLY RENTAL \$ _____
- b. MONTHLY HAUL CHARGE \$ _____
- c. MONTHLY DISPOSAL CHARGE \$ _____

iii. Rivers Homes 1050 Adair Avenue

1. 1 – 6 Yard Container

- a. MONTHLY RENTAL \$ _____
- b. MONTHLY HAUL CHARGE \$ _____
- c. MONTHLY DISPOSAL CHARGE \$ _____

iv. Nicholson Terrace 1313 14th Street

1. 1 - 6 Yard Container

- a. MONTHLY RENTAL \$ _____
- b. MONTHLY HAUL CHARGE \$ _____
- c. MONTHLY DISPOSAL CHARGE \$ _____

v. Luther C. Wilson 3400 8th Avenue

1. 12 - 8 Yard Containers

- a. MONTHLY RENTAL \$ _____
- b. MONTHLY HAUL CHARGE \$ _____
- c. MONTHLY DISPOSAL CHARGE \$ _____

2. 3 - 6 Yard Containers

- a. MONTHLY RENTAL \$ _____
- b. MONTHLY HAUL CHARGE \$ _____
- c. MONTHLY DISPOSAL CHARGE \$ _____

vi. Elizabeth E. Canty 100 Canty Place

1. 9 - 6 Yard Containers

- a. MONTHLY RENTAL \$ _____
- b. MONTHLY HAUL CHARGE \$ _____
- c. MONTHLY DISPOSAL CHARGE \$ _____

2. 1 - 8 Yard Container

- a. MONTHLY RENTAL \$ _____
- b. MONTHLY HAUL CHARGE \$ _____
- c. MONTHLY DISPOSAL CHARGE \$ _____

vii. Farley Homes 1901 Nina Street

1. 6 - 8 Yard Containers

- a. MONTHLY RENTAL \$ _____
- b. MONTHLY HAUL CHARGE \$ _____
- c. MONTHLY DISPOSAL CHARGE \$ _____

viii. E J Knight 3610 Youman Street

1. 6 - 6 Yard Containers

- a. MONTHLY RENTAL \$ _____
- b. MONTHLY HAUL CHARGE \$ _____

c. MONTHLY DISPOSAL CHARGE \$ _____

2. 1 – 8 Yard Container

a. MONTHLY RENTAL \$ _____

b. MONTHLY HAUL CHARGE \$ _____

c. MONTHLY DISPOSAL CHARGE \$ _____

3. 1 – 4 Yard Container

a. MONTHLY RENTAL \$ _____

b. MONTHLY HAUL CHARGE \$ _____

c. MONTHLY DISPOSAL CHARGE \$ _____

ix. Columbus Villas 6016 Georgetown Drive

1. 4 – 8 Yard Containers

a. MONTHLY RENTAL \$ _____

b. MONTHLY HAUL CHARGE \$ _____

c. MONTHLY DISPOSAL CHARGE \$ _____

x. Willow Glen 2971 Buena Vista Road

1. 1 – 8 Yard Container

a. MONTHLY RENTAL \$ _____

b. MONTHLY HAUL CHARGE \$ _____

c. MONTHLY DISPOSAL CHARGE \$ _____

xi. Legacy Terrace 801 9th Street

1. 1 – 2 Yard Container

a. MONTHLY RENTAL \$ _____

b. MONTHLY HAUL CHARGE \$ _____

c. MONTHLY DISPOSAL CHARGE \$ _____

xii. Gentian Oaks 4503 Reese Road

1. 1 – 6 Yard Container

a. MONTHLY RENTAL \$ _____

b. MONTHLY HAUL CHARGE \$ _____

c. MONTHLY DISPOSAL CHARGE \$ _____

2. 1 – 8 Yard Container

a. MONTHLY RENTAL \$ _____

- b. MONTHLY HAUL CHARGE \$_____
- c. MONTHLY DISPOSAL CHARGE \$_____

xiii. Tenant Selection Office (TSO) 1146 Martin Luther King Blvd

1. 1 – 6 Yard Container

- a. MONTHLY RENTAL \$_____
- b. MONTHLY HAUL CHARGE \$_____
- c. MONTHLY DISPOSAL CHARGE \$_____

xiv. E J Knight Senior Citizen Center 3811 Baker Plaza Dr

1. 1 – 6 Yard Container

- a. MONTHLY RENTAL \$_____
- b. MONTHLY HAUL CHARGE \$_____
- c. MONTHLY DISPOSAL CHARGE \$_____

xv. Maintenance Shop/ EJ Knight Senior Center 1121 Fort Benning Rd

1. 20 Yard Roll Off

- a. MONTHLY RENTAL \$_____
- b. MONTHLY HAUL CHARGE \$_____
- c. MONTHLY DISPOSAL CHARGE \$_____

xvi. Warm Springs Senior Village 4219 Warm Springs Rd

1. 2 – 6 Yard Containers

- a. MONTHLY RENTAL \$_____
- b. MONTHLY HAUL CHARGE \$_____
- c. MONTHLY DISPOSAL CHARGE \$_____

xvii. Patriot Pointe 3725 Chapman Way

1. 1 Mini Compactor

- a. MONTHLY HAUL CHARGE \$_____
- b. MONTHLY DISPOSAL CHARGE \$_____

2. 1 – 2-yard container

- a. MONTHLY RENTAL \$_____
- b. MONTHLY HAUL CHARGE \$_____
- c. MONTHLY DISPOSAL CHARGE \$_____

xviii. Arbor Pointe I 1312 Gazebo Way

1. 1 Compactor

a. MONTHLY HAUL CHARGE \$ _____

b. MONTHLY DISPOSAL CHARGE \$ _____

xix. Arbor Pointe II 1401 Cupola Place

1. 1 Compactor

a. MONTHLY HAUL CHARGE \$ _____

b. MONTHLY DISPOSAL CHARGE \$ _____

xx. Cottages 1454 Cupola Place

1. 1 Compactor

a. MONTHLY HAUL CHARGE \$ _____

b. MONTHLY DISPOSAL CHARGE \$ _____

TOTAL MONTHLY COST FOR SOLID WASTE COLLECTION AND DISPOSAL
(NON-COMPACTOR) FROM ALL HACG PROPERTIES: \$ _____

TOTAL MONTHLY COST FOR SOLID WASTE COLLECTION AND DISPOSAL
(COMPACTOR) FROM ALL HACG PROPERTIES \$ _____

CHARGE FOR ADDITIONAL PICK-UP REQUEST \$ _____

2. NAME AND LOCATION OF APPROVED LANDFILL TO BE USED:

3. INDICATE NORMAL HOURS FOR REFUSE COLLECTION FOR ALL ADDRESSES LISTED ABOVE: _____

4. PROVIDE ALTERNATIVE PICK-UP PLAN WHEN SCHEDULE DAYS FALL ON A HOLIDAY FOR ALL ADDRESSES LISTED ABOVE: _____

5. DESCRIBE THE SANITATION PROCESS FOR THE CONTAINERS FOR ALL ADDRESSES LISTED ABOVE: _____

6. PLEASE INDICATE ANY CHARGE FOR RETURN TRIP IF ACCESS TO THE CONTAINERS WAS BLOCKED ON REGULARLY SCHEDULED PICK-UP DAY:

(Please note, HACG contact must be notified immediately of these events).

ATTACHMENT "C" VENDOR FORM

**REQUEST FOR PROPOSALS (RFP)
SOLID WASTE COLLECTION AND PROCESSING SERVICES
FOR HOUSING AUTHORITY OF COLUMBUS, GEORGIA**

VENDOR INFORMATION FORM

DATE: _____

RFP CONTRACT #: _____

CONTRACTOR NAME: _____

PAYMENT TERMS: _____

AUTHORIZED SIGNATURE: _____

PRINT OR TYPE (SIGNATURE): _____

TITLE: _____

TELEPHONE #: _____

ADDRESS: _____

EMAIL ADDRESS: _____

EMPLOYER IDENTIFICATION NUMBER (EIN): _____

(Please attach Form SS-4 from IRS)

ATTACHMENT "D" EXPERIENCE AND REFERENCE INFORMATION

**REQUEST FOR PROPOSALS (RFP)
SOLID WASTE COLLECTION AND PROCESSING SERVICES
FOR HOUSING AUTHORITY OF COLUMBUS, GEORGIA**

The Contractor shall provide the following information as requested below. Additional pages may be attached as needed:

1. Contractor Organization Name: _____

2. Contact Information: _____

3. Years in continuous operations _____ years

4. Number of current customer accounts _____

5. Number of current employees _____

6. Physical Location of Corporate Office: _____

7. Physical Location of Local Office (if different from Corporate): _____

8. Experience and References: Provide Information on Three Similar Customers
(Contracts over \$50,000 per year):

a. Name of Client: _____

Client Contact Information:

Name: _____

Position: _____

Contact Information: _____

Organization or Company: _____

Work Performed: _____

Duration of Contract: Start Date: _____ End Date: _____

If not currently active why work was ended: _____

b. Name of Client: _____

Client Contact Information:

Name: _____

Position: _____

Contact Information: _____

Organization or Company: _____

Work Performed: _____

Duration of Contract: Start Date: _____ End Date: _____

If not currently active why work was ended: _____

c. Name of Client: _____

Client Contact Information:

Name: _____

Position: _____

Contact Information: _____

Organization or Company: _____

Work Performed: _____

Duration of Contract: Start Date: _____ End Date: _____

If not currently active why work was ended: _____

ATTACHMENT "E" LIST OF CURRENT EMPLOYEES
REQUEST FOR PROPOSALS (RFP)
SOLID WASTE COLLECTION AND PROCESSING SERVICES
FOR HOUSING AUTHORITY OF COLUMBUS, GEORGIA

The Contractor shall provide the following information for all current full-time employees who may be engaged in the work:

1. Employee Name
2. Title
3. Years with Company
4. Legal Status

ATTACHMENT "F" EQUIPMENT LIST
REQUEST FOR PROPOSALS (RFP)
SOLID WASTE COLLECTION AND PROCESSING SERVICES
FOR HOUSING AUTHORITY OF COLUMBUS, GEORGIA

The Contractor must provide the following information for all motorized equipment which will be used to perform the work. The contractor must indicate whether the equipment is in current inventory or shall be purchased to fulfill the contract.

1. Equipment Type
2. Make
3. Model
4. Year
5. Condition
6. Currently Owned
7. To be Purchased

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant

Date

Signature of Authorized Certifying Official

Title

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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 \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 — use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach thereof 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
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) 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.

(i) 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/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. 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.

19. 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.

20. 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.

21. Liens

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

22. 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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. 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

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:]