



QUICK QUOTE

For

HUD AMP Optimization Consulting

For

**HOUSING AUTHORITY OF THE
CITY OF SAN ANTONIO, TEXAS
AND
AFFILIATED ENTITIES**

Date Issued: **May 24, 2019**

Quick Quote #: **1905-918-58-4924**

Closes: **June 4, 2019** at 2:00 PAM

Prepared by:

Department of Procurement
of the
San Antonio Housing Authority
818 South Flores Street
San Antonio, Texas 78204

President and CEO..... David Nisivoccia

- 1.0 The Housing Authority of the City of San Antonio, Texas and its affiliated entities (the “San Antonio Housing Authority or SAHA”) hereby invites independent Contractors to submit bids for **Consulting Services to assist SAHA in the optimization of its AMP structure to increase the operating efficiency of its portfolio of properties.****
- 2.0 SAN ANTONIO HOUSING AUTHORITY (SAHA) CONTACT:** All questions or request for documents pertaining to this solicitation shall be addressed to Charles Bode, Asst Director of Purchasing, **telephone 210-477-6703**, fax 210-477-6167 or e-mail at charles_bode@saha.org.
- 3.0 APPLICABILITY:** By submitting a bid, the bidder is agreeing to abide by all terms and conditions listed herein, including those terms and conditions within HUD Handbook 7460.8 REV 2, Procurement Handbook for Public Housing Agencies, dated 2/2007 and HUD Table 5.1, Mandatory Contract Clauses for Small Purchases Other Than Construction and if attached; HUD 5370EZ, Davis Bacon or HUD Wage Decision.
- 4.0 SAHA’s RESERVATION OF RIGHTS: SAHA reserves the right to:**
 - 4.1** Reject any or all bids, to waive any informalities in the solicitation process, or to terminate the solicitation process at any time, if deemed by SAHA to be in its best interest.
 - 4.2** Terminate a contract awarded pursuant to this solicitation at any time for its convenience upon delivery of a 30-day written notice.
 - 4.3** Determine the days, hours and locations that the successful bidder shall provide the items or services called for in this solicitation.
 - 4.4** Reject and not consider any bid that does not, in the opinion of SAHA, meet the requirements of this solicitation, including but not necessarily limited to incomplete bids and/or bids offering alternate (not including “or equal” items) or non-requested items or services.
 - 4.5 SAHA reserves the right to:**
 - 4.5.1** To make an award to the same bidder (aggregate) for all items; or,
 - 4.5.2** To make an award to multiple bidders for the same or different items.
- 5.0 BIDDER’S RESPONSIBILITY:** Each bidder shall carefully review and comply with all instructions provided herein, or provided within any named attachments or addenda.
- 6.0 DEADLINE:** Bids are due at the time and date posted herein. SAHA reserves the right to extend the posted deadline at any time prior to the deadline.

7.0 QUESTIONS: All questions or request for information concerning this solicitation must be submitted in writing eight (8) days prior to the closing deadline.

8.0 HOLD PRICES/NON-ESCALATION: By submitting a bid, the bidder agrees to "hold" or not increase the bid prices for a minimum period of ninety (90) days. Quantities listed in this solicitation are for the purpose of determining best pricing per line item. Contractor shall field verify all quantities and dimensions.

9.0 METHOD OF AWARD: SAHA may, at its sole discretion, procure the applicable goods or services by issuance of a PO or execution of a contract. By submitting a bid, the successful proposer agrees to accept the PO or execute the contract.

10.0 FEES and FORMS:

10.1 FEE: All fees are all-inclusive of all related costs that a proposer will incur to provide the noted goods or services in compliance with this solicitation, including, but not limited to: employee wages and benefits, clerical support, travel and lodging, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, document copying and motor vehicle fuel, all costs shall be fully burdened.

10.2 FORMS: Bids shall be submitted utilizing the bid/fee forms included herein. Submission on forms other than the SAHA forms may result in disqualification of the response. Any bidder attached or included Terms and Conditions (Ts & Cs) are subject to acceptance by SAHA at its sole discretion.

11.0 AWARD CRITERIA: Award shall be made to the responsive and responsible contractor that submits the best value to SAHA using price and other factors listed below.

- Demonstration of the firm's understanding and qualifications for completing the scope of the work.
- The principals assigned to this project.
- Evidence of firm's approach and general understanding for conducting an operational and organizational assessment of services.
- Evidence of firm's past performance as demonstrated by current references for similar or same work.
- The reputation of the bidder and his goods or services.
- The quality of the goods or services.
- The extent to which the goods or services meet SAHA's needs.
- The total long term cost.
- Any relevant criteria listed herein.

12.0 SUBMISSION REQUIREMENTS:

12.1 Qualifications and Experience of Firm – Demonstrate the firms understanding and qualifications for completing the necessary work, evidence of firm's ability to perform this type of work, and any record of past experience including similar projects relative to municipal, governmental, redevelopment and housing authorities, or other political entities. Complete a 2-3 page summary of your company's related

experience in the completion of organizational assessments and in particular any experience with HUD AMP structures and organization. Include a profile of the firm's principals, staff and facilities.

- 12.2 Qualifications and Experience of Key Personnel/Assigned Project Team members** – Identify the individual(s) that will be assigned to this project, their qualifications, training, responsibilities and resumes. Be specific as to their level of experience with local governments and Public Housing Authorities, particularly as it relates to this scope of services. List any contractors or third-parties which will be potentially involved in providing services to SAHA, to include the same information above.
- 12.3 Licensing/Certified Statements** – Evidence that the firm meets all licensing requirements. Include a certified statement that the firm is not debarred from entering into contracts with HUD-funded agencies or other Federal and/or State agencies.
- 12.4 Approach and General Understanding** – Describe your firm's approach to the Scope of Work and provide a sample outline of the approach, including a timeline.
- 12.5 References** - Supply three current references for same or similar work to the Scope of Work. Provide names, contact number, date of service and description of the work performed.
- 12.6 Price** – Completed Quote Sheet and initialed acknowledgement of any Addenda issued by SAHA related to this solicitation
- 13.0 BID COSTS:** SAHA shall not compensate any bidder for any costs that may be incurred in responding to this solicitation.
- 14.0 ASSIGNMENT OF PERSONNEL:** SAHA retains the right to demand and receive a change in personnel assigned by the Contractor to provide services to SAHA if SAHA believes that such change is in its best interest.
- 15.0 UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this solicitation (including, but not limited to, selling or transferring the ensuing PO or contract without the prior written consent of SAHA. Any purported assignment of interest or delegation of duty, without the prior written consent of SAHA shall be void and may result in the cancellation of the PO or contract with SAHA.
- 16.0 LICENSING REQUIREMENTS:** By submitting a bid the successful bidder certifies that he/she possess and will, prior to issuance of a PO or execution of a contract, present to SAHA, proof and/or certification of the following:
- 16.1** If applicable, local business license issued by the City of San Antonio.

16.2 If applicable, a copy of the bidder’s license issued by the State of Texas licensing authority allowing the bidder to provide the services or products as detailed herein.

17.0 PERMITS: Contractor shall obtain all permits required to complete the work per the specifications.

18.0 INSURANCE: Contractor shall present to SAHA prior to PO issuance or execution of a contract, proof of insurance compliant with the requirements below.

Professional Liability	Required Limits
SAHA and its affiliates must be named as a Certificate Holder. This is required for vendors who render observational services to SAHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000
Business Automobile Liability	Required Limits
SAHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on SAHA properties.	\$500,000 combined single limit, per occurrence
Workers Compensation and Employer’s Liability	Required Limits
Workers’ Compensation coverage is Statutory and has no pre-set limits. Employer’s Liability limit is \$500,000. Workers’ Compensation is required for any vendor made up of more than two people. A Waiver of Subrogation in favor of SAHA must be included in the Workers’ Compensation policy. SAHA and its affiliates must be a Certificate Holder.	Statutory \$500,000
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at SAHA properties. SAHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

19.0 INVOICING: To help insure timely payments and unless utilizing a progress payment schedule invoices shall be sent to the following address:

Accounts_Payable@saha.org

If contractor lacks electronic invoicing capability they may send invoices to:

**San Antonio Housing Authority,
Accounts Payable,
P.O. Box 830428,
San Antonio, TX 78283-0428.**

Contractor shall invoice SAHA within 60 days after the delivery of the goods or service. If contractor fails to invoice within 60 days SAHA reserves the right to not pay the invoice. In an effort to be more efficient, SAHA processes all payments electronically. Contractors will be required to complete a direct deposit form. SAHA’s standard payment terms are net 30 days.

20.0 Fair Labor Standards Act: Both parties hereby agree to comply with the provisions of the Fair Labor Standards Act (29 U.S.C. 201, et seq).

21.0 Indemnification. The Contractor shall indemnify and hold harmless SAHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor. **CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT.**

Contractor shall indemnify and hold harmless SAHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Contractor*, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

22.0 SECTION 3: Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3.

23.0 EPA REQUIREMENTS (This section applies only to Painting): Contractor must be EPA certified. Contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 must be certified by EPA and must follow specific work practices to prevent lead contamination.

This includes, but is not limited to:
Contain the work area.
Minimize dust.
Clean up thoroughly.

Contractors must provide to SAHA and tenants a copy of the EPA pamphlet *“Renovate Right: Important Lead Hazard Information for Families, Childcare Providers and Schools,”* before the renovations start. Federal law requires this in housing, child-care facilities and schools built before 1978 and when renovating six square feet or more of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects. For a copy of this pamphlet go to:

www.epa.gov/lead/pubs/renovaterightbrochure.pdf

24.0 GENERAL CONDITIONS:

24.1 Scope of Work is Attachment A.

24.2 Location of Property: Central Office, 818 S. Flores, San Antonio, TX 78204

24.3 WARRANTY:

A. Standard of Care. Consultant's personnel assigned to the Projects shall possess sufficient skills and professional expertise as required to satisfactorily meet all obligations and requirements of this Agreement. SAHA retains the right to reject or require Consultant to remove any employee whose qualifications or performance in SAHA's good faith and reasonable judgment do not meet the standards established by both parties as necessary for performance of the Services hereunder. SAHA reserves the right to participate in the interviewing process and review of resumes of personnel who are being considered by Consultant as key persons for assignment to the Project. Consultant agrees that it will obtain SAHA's written consent prior to the assignment of any individual to the Project. Consultant shall also ensure that an individual selected for assignment to the Project shall not be removed from the Project or reassigned except for termination of employment, death or serious illness, or a bona fide family emergency, and that an individual who is assigned to the design phase shall also be assigned to the construction management phase of the Project absent a removal for cause as required herein.

B. **Work Product:** The Consultant shall be responsible for the completeness and accuracy of his Work Product, reports, supporting data, Drawings, schematics or any other required documents prepared or compiled under his obligation under the Agreement. Consultant warrants that 1) it has exercised, and will continue to exercise, high standards of professional care, knowledge, skill and judgment in performance of its obligations hereunder, 2) in developing and preparing its Drawings, reports, and plans, Consultant shall use sound professional principles and practices in accordance with accepted industry standards and in conformance with the applicable laws, regulations, ordinances, codes and requirements set forth in the Agreement, and 3) if notified of any material errors in the Services, it shall use its best efforts to correct such errors at no additional cost to SAHA and chargeable to the Consultant for one (1) full year following completion of construction. If re-performance is impracticable and Consultant has already been compensated for the Work that has been verified as incorrect or nonconforming, Consultant will refund the amount of compensation paid to Consultant for such nonconforming portion of the Services to include all reimbursables. The fact that SAHA has accepted or approved the Consultant's Work shall in no way relieve the Consultant of any of his responsibilities.

24.4 **OR EQUAL:** Catalogs, brand names or manufacturer's references where provided are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than the referenced manufacturer, brand or trade name, Bidder must provide a complete description of product offered, and illustrations and

- must be included in the bid submittal. Failure to include the above referenced data will require Contractor to furnish specified brand names, numbers, etc.
- 24.5** Acceptance by SAHA is required prior to payment. Acceptance will be based on adherence to the specifications, best industry practice and inspection by SAHA personnel.
- 24.6** Contractor shall supply all material, labor and equipment to complete the requirement of this solicitation unless otherwise specified in this solicitation.
- 24.7** Contractor shall dispose of all debris and trash offsite in accordance with all local, State and Federal laws and codes. At no time will Contractor discard any debris or trash into any SAHA refuse container.
- 24.8 Responses may be hand delivered to:**

**San Antonio Housing Authority,
Attn: Charles Bode, Asst Director of Procurement,
818 S. Flores, San Antonio, TX 78204
or
Faxed to: Attn. Charles Bode at 210-477-6167
or
Emailed to: charles_bode@saha.org**

Quote Fee Sheet
Quick Quote Closes on June 4, 2019 | at 2:00 PM
1905-918-58-4924

State Law limits procurements using this method of solicitation to \$50,000.00 or less.

- Fees:** Inclusive of all costs required to perform the evaluation and render recommendations including but not limited to: Labor, insurance, travel, overhead, copies, printing, binding, etc.

1a: Job cost to complete the study and submit to HUD.

Item	Unit	Cost	Delivery
HUD AMP Configuration Consulting	Job	\$	Days

1.b: Hourly for additional work requested by SAHA

Item	Unit	Cost/Hr.	Est. hours	Extension
HUD AMP Configuration Consulting	Hour	\$	8	\$

If the Contractor fails to list days to complete, the project must be completed in 20 days from notification to begin work.

- Additional Information:** Enclose a one page summary of your company's HUD Amp configuration consulting services.
- Sub-Contractors:** Proposer shall identify his sub-contractors, if any, by company name, full address, contact phone and specialty. Attach as a separate sheet.

Acknowledge Receipt of Addenda

Addendum #1 _____ Date _____

Addendum #2 _____ Date _____

_____ Signature	_____ Date
_____ Printed Name	_____ Company
_____ E-mail address if available	
_____ Phone	_____ Fax

Bidder's Certification

By signing below, Bidder certifies that the following statements are true and correct:

- 1. He/she has full authority to bind Bidder and that no member Bidder's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
- 2. Items for which Bids were provided herein will be delivered as specified in the Bid,
- 3. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
- 4. Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by SAHA and subject to the terms and conditions of such acceptance, shall result in a contract between SAHA and the undersigned Bidder,
- 5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Bid,
- 6. Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,
- 7. Bidder has not received compensation for participation in the preparation of the specifications for this IFB,
- 8. **Non-Collusive Affidavit:** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, to fix overhead, profit or cost element of said bid price, or that of any other Bidder or to secure any advantage against SAHA or any person interested in the proposed contract; and that all statements in said bid are true.
- 9. **Child Support:** Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10. **Lobbying Prohibition:** The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- 11. **Non-Boycott of Israel:** SAHA may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code chapter 2270) by accepting these General Conditions and any associated contract, the CONTRACTOR certifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.
- 12. **TX Gov. Code 2252.152:** Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts. By signature hereon bidder certifies that it is not affiliated in any manner with the businesses on this list.†

Submitted by: _____ Date: _____
(Firm)

(Signature) (Printed name and title)

(Business address)

(Phone) (E-mail)

ATTACHMENT A

Scope of Work/Specifications

SCOPE of SERVICES

PURPOSE

The San Antonio Housing Authority (SAHA) is seeking proposals from qualified firms to conduct an in-depth operational and organizational assessment of Public Housing AMP configurations and the organizational structure, and levels of staffing. SAHA is seeking recommendations from its consultant that incorporate organizational and operational efficiencies, structures and staffing levels to ensure will operate at the highest level of efficiency and effectiveness for its current and future needs and requirements.

SCOPE OF WORK/SERVICES

SAHA is seeking a qualified firm to review and assess the department's current organizational structure, operational functions, departmental procedures and levels of staffing and then provide recommendations that will enhance the organizational operations for current and future needs. The services required are described below.

The information being sought by SAHA will require the accomplishment of the following tasks:

Organizational Review

- Conduct a detailed examination of Public Housing's AMP organizational structure and functions including staffing and funding.
- Identify existing organizational opportunities.
- Assess the functional assignments and staffing levels required to operate at the most efficient levels and identify areas requiring additional support and staffing.
- Assess financial strengths and weaknesses and structure to improve funding,

Operational Review

- Review all Public Housing property operational functions and their associated processes,
- Review current utility allowances.
- Review current Energy Performance Contract.
- Evaluate properties for potential application for Rental Assistance Demonstration (RAD)

Recommendations

- Identify best practices that could be adopted by Public Housing Property staff.
- Recommend an optimal organizational structure/model.
- Provide recommendations for streamlining procedures and processes for current and required functions.
- Identify potential cost saving tools and improvements to support current and future programs and operations.

- Provide training recommendations to improve.
- Identify optimum staffing for recommended structure.
- Recommend additional properties for EPC.
- Provide financial analysis and recommendation for RAD.

DELIVERABLES

At the conclusion of the operational and organizational reviews, the consultant shall, as described in the Scope of Work:

- Provide a professionally prepared report that summarizes the findings from the project assignment effectively communicates the information reviewed;
- Identify key issues and opportunities;
- Formulate recommendations.
- Submit all required documentation to HUD for AMP update approval.

A Draft Report with an Executive Summary shall be issued to SAHA first. The document shall include the summary of findings and recommendations as identified in the Scope of Work. Any spreadsheets or other documentation prepared by the Consultant shall be provided to SAHA in electronic format.

A Final Report shall be issued following SAHA's comments on the Draft. In addition, SAHA will require consultant to submit the report and necessary to apply for the reorganization to HUD by the December 31 deadline.

Five (5) copies of the Final Report will be required along with an electronic copy.

TIMELINE

As part of the consultant's response to this solicitation, a timeline for completion of this project must be provided. As support for the overall timeline, respondents should provide a more detailed breakout of milestone dates/time periods for completion of different tasks.

Relevant Data:

- 1. SAHA currently has 47 different AMPs with 1 to 4 properties per AMP.**
- 2. Public Housing has 210 budgeted positions.**
- 3. As an MTW Agency SAHA has opted out of PHAS.**
- 4. SAHA does not have a centralized maintenance department.**
- 5. SAHA's Public Housing does not outsource its property management functions.**
- 6. SAHA will not entertain pre-start payments. All payments will be tied to mutually agreeable milestones.**

ATTACHMENT B

HUD & Other Forms

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

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

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

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

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

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price. (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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

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

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

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