



REQUEST FOR PROPOSALS

The Housing Authority of the City of Lakeland (also known as the Lakeland Housing Authority or LHA) acting for itself and for its affiliate, *West Lake Management, LLC*, is requesting proposals from licensed and qualified vendors for **Pest Control Services at Various Properties** located in and around Lakeland, Florida. The awarded contract will be for a base period of one (1) year with an option to extend for up to an additional four one-year periods.

LHA reserves the right to award multiple contracts resulting from this Request for Proposal. Responses must be submitted by **2:00 p.m., Eastern Time, on May 23, 2013**. The appropriate forms may be obtained by emailing a request to ***Procurement@LakelandHousing.org***.

Minority and Female Business Enterprises and Section 3 firms are encouraged to respond to this RFP.

LAKELAND HOUSING AUTHORITY
REQUEST FOR PROPOSALS FOR
PEST CONTROL SERVICES FOR VARIOUS PROPERTIES

1. ADMINISTRATIVE BACKGROUND

The Lakeland Housing Authority (LHA) is a public body corporate and politic established in 1939 under the U.S. Housing Act of 1937 and Chapter 421, Florida Statutes. LHA and its affiliates provide low-income housing assistance mainly to the residents of Lakeland, Florida. A seven member Board of Commissioners appointed by the Mayor of City of Lakeland governs it. LHA or/and its affiliates currently own(s) and, with the assistance of *West Lake Management, LLC*, manages: federally assisted housing units (public housing); tax credit properties; public housing/tax credit properties (mixed finance); and Section 8 Project based/tax credit properties, all of which are located in Polk County--most in the City of Lakeland. A majority of LHA's revenue is received through the U.S. Department of Housing and Urban Development (HUD) and agencies of or affiliated with the State of Florida including the Florida Department of Education.

The mission of the Lakeland Housing Authority is to provide quality, affordable housing and self-sufficiency opportunities in an effective and professional manner.

2. SCOPE OF SERVICES

Integrated Pest Management Program

(Note: the proposer is not required to be IPM certified.)

A. General

1. Description of Program: This specification is part of a comprehensive *Integrated Pest Management* (IPM) program for the LHA and West Lake Management communities. IPM is a process for achieving long-term, environmentally sound pest suppression and prevention through the use of a wide variety of technological and management practices. Control strategies in an IPM program include:

- Structural and procedural modifications to reduce food, water, harborage, and access used by pests.
- Pesticide compounds, formulations, and application methods that present the lowest potential hazard to humans and the environment.
- Non-pesticide technologies such as trapping and monitoring devices.

- Coordination among all communities and management teams programs that have a bearing on the pest control effort.
2. In its response, the potential contractor shall describe in sufficient detail the means it will employ to furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, trapping, pesticide application, and pest removal components of the IPM program. The Contractor shall also describe how it will provide detailed site-specific recommendations for structural and procedural modifications to aid in pest prevention.

B. Pests Included and Excluded

1. The Contractor shall adequately suppress the following pests:

- Indoor populations of commensal rodents (e.g., rats and house mice), cockroaches, ants (including, but not limited to, fire ants, carpenter ants, and pharaoh ants), silverfish, flies, spiders, and any other arthropod pests not specifically excluded;
- Populations of the above pests that are located outside of the specified buildings, but within areas immediately adjacent to buildings;
- Winged termite swarms emerging indoors;
- Birds roosting on the buildings; and
- Stinging insects with nests attached to the buildings.

2. Populations of the following pests are excluded from this service:

- Non-roosting birds, bed bugs, bats, snakes, and all other vertebrates other than commensal rodents;
- Termites;
- Mosquitoes;
- Pests that primarily feed on outdoor vegetation;
- Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified community (excluding those pests described in item 2.B.1 above); and
- Nests of stinging insects within the property boundaries of the specified community excluding those pests described in item 2.A above.

3. LOCATIONS TO BE SERVICED:

It is the proposer's responsibility to visit and familiarize itself with the following properties to be serviced (*Note: One or more "housing units" may be contained in any individual building.*):

A. Properties under the management of Ms. Gwen Collins, Community Manager, Phone 863.682.7611:

- *Dakota Park Apartments*, 1411 Kettles Avenue, Lakeland (40 housing units and 1 community building);
- *Lake Ridge* is bordered by 2nd Street on the south, Martin Luther King, Jr. Avenue on the west, 5th Street on the north, and New York Avenue on the east in Lakeland (29 housing units);
- *Renaissance Family*, bordered by West Crawford Street on the north, Martin Luther King, Jr. Avenue on the west, West 10th Street on the south, and US 98 on the east in Lakeland (89 housing units);
- *The Manor at Washington Ridge*, 150 West 14th Street, Lakeland (78 housing units and 1 community dining area);
- *Lake Ridge Community Building*, 325 W. Second Street, Lakeland; and
- *Emma Turner Center*, 1500 North New York Avenue, Lakeland.

B. Properties under the management of Ms. Cynthia Crosby-Craig, Community Manager, Phone: 863.413.3100:

- *Villas at Lake Bonnet*, 303 North Brunnell Parkway, Lakeland (72 housing units and 1 community building) and
- *Colton Meadow*, 1919 West 10th Street, Lakeland (75 housing units and 1 community building).

C. Properties under the management of Ms. Vanessa Johnson, Community Manager, Phone 863.606.5962:

- *West Lake Apartments*, 501 Hartsell Avenue, Lakeland (117 housing units and 1 community building);
- *John Wright Homes*, 2130 Elizabeth Street, Lakeland (20 housing units and 1 community building);

- *Cecil Gober Apartments*, 2626 North Florida, Avenue, Lakeland (37 housing units and 1 community building); and
- *LHA Administrative Building*, 430 Hartsell Avenue, Lakeland.

D. Property under the management of Ms. Jennifer Robinson, Community Manager, Phone 863.533.9101:

- *The Manor at West Bartow*, 850 North Gordon Avenue, Bartow (100 housing units and 1 community dining area).

The proposer is responsible for making accurate measurements and accurately determining the quantity of materials, labor, and equipment needed to successfully complete the work. Such inspections may be made during normal business hours, Monday through Friday.

4. GENERAL CONDITIONS:

Communications--In order to maintain a fair and impartial competitive process, LHA shall avoid private communication concerning this procurement with prospective proposer during the entire procurement process. Please respect this policy and do not attempt to query LHA or West Lake Management personnel regarding this RFP.

Ex parte communication regarding this solicitation is prohibited between a potential or current respondent and any LHA or *Lakeland-Polk Housing Corporation* ("LPHC") Board of Commissioners member, LHA or West Lake Management staff, or any other person serving as an evaluator during this procurement process. A respondent who directly contact any LHA or LPHC Board of Commissioners member, LHA or West Lake Management staff, or proposal evaluator regarding this solicitation risks elimination of its proposal from consideration. Correspondence with the LHA's Administrative Services Manager, **Tom Hornack**, does not constitute *ex parte* communication. Oral instructions or information concerning the specifications of this project given out by any LHA or LPHC Board of Commissioners member or another LHA or West Lake Management employee or agent to a prospective proposer shall not bind LHA or West Lake Management.

In the event that a potential proposer has questions that he/she would like to have addressed, the potential proposer may email questions to: Procurement@Lakelandhousing.org, prior to **8:00 a.m., Eastern Time, on May 15, 2013**. Receipt of request will be acknowledged. A response will be sent to all potential proposers who received this RFP directly from LHA on or before **5:00 p.m., Eastern Time, on May 15, 2013**. It is the potential proposer's responsibility to monitor his/her email account for additional information relevant to this RFP.

5. MODIFICATION OF SOLICITATION

LHA reserves the right to modify this RFP as deemed necessary by LHA. Any such modification or amendment will be sent by email on or before **5:00 p.m., Eastern Time, on May 15, 2013** to all potential proposers who received this RFP directly from LHA.

LHA also reserves the right: to increase or delete any scheduled items; to award portions of this RFP; to waive informalities and technicalities; to make no award; to terminate this RFP solicitation at any time; and to make awards consistent with LHA's policies and the laws governing the U.S. Department of Housing and Urban Development (HUD) and/or State of Florida programs.

6. SUBMITTALS ARE PUBLIC RECORD

After the award of an agreement(s) resulting from this RFP, all information submitted by the proposers shall be public record and subject to disclosure pursuant to the Florida Public Records law. A proposer shall not copyright or cause to be copyrighted any portion of any said document submitted to LHA as a result of this RFP.

7. SUBMITTAL FORMAT

Submittal Format: Submittals should be provided in the following format securely bound. Page separators/tabs should clearly identify each section to facilitate quick reference and comparison to the material submitted by other proposers. Brevity will be appreciated.

Letter of Transmittal:

Include a letter of transmittal bearing the signature of an authorized representative of the proposer and the name(s) of the individual(s) authorized to negotiate services and costs with LHA.

Tab 1—Information that Proposing Firm is “Responsible”

A "responsible" Contractor has adequate financial resources to perform the contract; is able to comply with proposed performance and delivery methods; and has a satisfactory record of integrity and business ethics in the marketplace.

- a. Describe your company's business and size and approximate volume of pest control services performed for multifamily, governmental, and/or commercial entities within the past five years. Provide the name of a knowledgeable representative of each facility as well as a contact phone number.
- b. Describe your company's financial capacity to perform the services requested for the duration of the agreement.

- c. Describe your company's ability to perform the IPM services described in this RFP taking into consideration all other existing multifamily, governmental, and/or commercial commitments that the company is already performing.
- d. Address the following in sufficient detail:
- Has any customer filed a claim, action, or lawsuit against your company for breach or default within the past five years? If yes, please explain.
 - Has any local, state, or federal agency taken action to debar or exclude your company from doing business with them in the past five years? If yes, please explain.

(Please limit your page count to $\leq$ two pages when responding to the above.)

Tab 2--Staff Experience and Capacity:

The selection committee members will use the information presented under this tab to determine how well-staffed, well-equipped, and well-suited the proposer's company is to deliver the IPM pest control services.

- a. Provide resume(s) for the individuals who would be directly involved in managing the contract and leading the field work in this engagement.
- b. Provide a list of ten of the largest facilities where your services have been provided. Include contact information which includes name and title of a knowledgeable representative of each facility as well as a contact phone number.

c. Pest Management Practices:

1. Describe the proposer's proposed pest:

- monitoring techniques for LHA/ West Lake Management properties.
- prevention techniques for LHA/ West Lake Management properties.
- control techniques proposed for LHA/ West Lake Management properties.

2. Describe the proposer's proposed:

- record keeping plan
- health and safety plan for:
 - o the proposer's staff

- o LHA staff
- o LHA residents and visitors
- Non-routine service plan

3. Describe the proposer's Quality Control Plan

Tab 3—Fee Schedule:

Using the Fee Schedule Form provided later in this RFP, provide an annual fee schedule for each property listed in item **3** above. LHA acknowledges that normally, depending on the type of pest, non-routine visits may be invoiced at various prices. However, for the purpose of this solicitation, LHA desires that the proposer offers a flat fee for any non-routine visit regardless of the pest.

(Note: All pricing and proposed services are subject to later negotiation)

Tab 4--Submission of Required Documents

Provide:

- At least, ten references for the recent projects--particularly with public sector entities--that are similar to the services requested in this RFP. Provide name and title of a knowledgeable representative of each facility as well as a contact phone number.
- Proof of general liability and automotive liability insurance coverage—The general liability insurance must have a minimum of \$1 million per occurrence.
- Proof of Workers' Compensation coverage for all staff that will be physically present on any LHA/West Lake Management property.
- Proof of State of Florida Professional License and/or Certification that shows compliance with a Chapter 482, Florida Statutes re: Commercial Pest Control Operator. (Any questions regarding this requirement should be directed to the Florida *Department of Agriculture and Consumer Services* who is responsible for enforcing the statute.)

Complete and provide the following documents which are attached to this RFP:

- HUD Form 5369-C
- HUD Form 50070

- Section 3 Business Form (Note: The successful proposer will be required to comply with *LHA's Section 3 and Minority and Woman Business Enterprise Policy*, as applicable, which can be accessed at: <http://lakelandhousing.org/wp-content/uploads/MWBE-Section-3-Policy-corrected-022113.pdf>.)
- Non-Collusion Certification
- Public Entity Crime Statement

8. SUBMITTAL SCHEDULE

An original—designated as the “original” and signed in blue ink--and **five (5)** copies of the submittal are to be delivered to LHA on or before **2:00 p.m., Eastern Time, on May 23, 2013**. (NOTE: LHA reserves the right to reject any response to this RFP that does not provide the requested number of copies.) No submittal to this RFP will be accepted after this specified time.

9. SUBMISSION OF OFFERS

All submittals transmitted by mail or hand-delivered shall be in sealed envelopes and addressed to:

Tom Hornack
re: Pest Control Services at Various Properties RFP
Lakeland Housing Authority
430 Hartsell Avenue
Lakeland, Florida 33815

Submittals transmitted by facsimile or electronic mail will not be accepted.

All submittals and accompanying material will become the property of LHA and will not be returned to the proposer.

10. CLARIFICATION OF RESPONSES

LHA reserves the right to obtain clarification of any point in a proposer’s submittal or to obtain additional information necessary to properly evaluate a particular submittal. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of that proposer’s response.

11. SCORING/AWARD EVALUATION CRITERIA

A committee shall evaluate and score each submittal using the method described in this RFP. A contract will be awarded to the respondent(s) whose submittal best meets the needs and requirements of LHA. LHA reserves the right to reject any or all submittals, to award one or more contracts, or to award no contract. An interview with the finalists may or may not be required at the discretion of LHA.

The evaluation criteria to be used in reviewing submittals and their respective weights are as follows:

- *Information that Proposing Firm is “Responsible”* as described in “Tab 1”--up to 20 points
- *Staff Experience and Capacity* as described in “Tab 2”—up to 50 points
- *Fee Schedule* as described in “Tab 3”--up to 25 points
- *Submission of Required Documents* as described in “Tab 4”—up to 5 points

Total Possible Points—100 points

LHA reserves the right to waive any minor irregularities or technicalities in the submittals received.

12. SMALL BUSINESSES, MINORITY BUSINESS ENTERPRISES, WOMAN BUSINESS ENTERPRISES, AND SECTION 3 QUALIFIED BUSINESSES

LHA strongly encourages the participation of Small Businesses, Minority-owned businesses, Women-owned businesses (please see item 2 of HUD Form 5369-C--attached), and/or Section 3-qualified businesses (please see Section 3 Business Form attached) in this and all LHA projects, programs, and services.

13. NEGOTIATIONS AND AWARD

Negotiations may be conducted with respondents determined to have a reasonable chance of being selected for award based on evaluation of qualifications and other factors considered to be most advantageous to LHA. Such respondents shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revisions of submittals—to assure full understanding of and conformance to the services requested by LHA. No respondent shall be assisted in bringing its submittal up to the level of another in order to be considered for award. LHA reserves the right to request additional information concerning any/all submittals submitted. A common deadline shall be established for the receipt of submittal revisions based on negotiations.

After the evaluation of the submittal revisions, if any, the contract will be awarded to the responsible respondent(s) whose qualifications and other factors considered are the most advantageous to LHA.

14. DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder or the interpretation of the provisions of the RFP, the decision of LHA shall be final and binding upon all parties.

15. ASSIGNMENT

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, contracted, or transferred by the selected firm without the express written consent of LHA.

16. MANDATORY CONTRACT PROVISIONS AND CLAUSES

At a minimum, each contract awarded under this RFP will require compliance with HUD Forms HUD 5369-C, Section II HUD 5370-C, and Table 5.1, *Mandatory Contract Clauses For Small Purchases Other Than Construction*—copies are attached to this RFP--as well as *LHA's Section 3 and Minority and Woman Business Enterprise Policy*, as applicable.

(The remainder of this page is blank.)

**FEE SCHEDULE FORM
PEST CONTROL FOR VARIOUS PROPERTIES**

From: (Name of Business) _____, a(n) *(circle one of the following)* corporation/partnership/individual hereinafter referred to as the "Proposer."

To: The Housing Authority of the City of Lakeland/West Lake Management, LLC,
(hereinafter referred to as the "Owner")

The Proposer hereby agrees to begin the work within two (2) weeks after signing the contract.

The Proposer offers to furnish services as described in this RFP for the following properties* at the costs indicated below:

- *Dakota Park Apartments:* \$ _____ (Annual Cost);
\$ _____ per non-routine visit per each housing unit serviced;
\$ _____ per non-routine visit to the community building.
- *Renaissance at Lake Ridge:* \$ _____ (Annual Cost);
\$ _____ per non-routine visit per each housing unit serviced.
- *West Lake Apartments:* \$ _____ (Annual Cost);
\$ _____ per non-routine visit per each housing unit serviced;
\$ _____ per non-routine visit to the community building.
- *Villas at Lake Bonnet:* \$ _____ (Annual Cost);
\$ _____ per non-routine visit per each housing unit serviced;
\$ _____ per non-routine visit to the community building.
- *Cecil Gober Apartments:* \$ _____ (Annual Cost);
\$ _____ per non-routine visit per each housing unit serviced;
\$ _____ per non-routine visit to the community building.
- *Colton Meadow:* \$ _____ (Annual Cost);
\$ _____ per non-routine visit per each housing unit serviced;
\$ _____ per non-routine visit to the community building.
- *John Wright Homes:* \$ _____ (Annual Cost);
\$ _____ per non-routine visit per each housing unit serviced;
\$ _____ per non-routine visit to the community building.
- *The Manor at West Bartow:* \$ _____ (Annual Cost);
\$ _____ per non-routine visit per each housing unit serviced;
\$ _____ per non-routine visit to the "common areas" of the building.

- *The Manor at Washington Ridge*: \$ _____ (Annual Cost);
\$ _____ per non-routine visit per each housing unit serviced;
\$ _____ per non-routine visit to the “common areas” of the building.
- *Lake Ridge Community Building*: \$ _____ (Annual Cost);
\$ _____ per non-routine visit.
- *The Emma Turner Center*: \$ _____ (Annual Cost);
\$ _____ per non-routine visit.
- *The LHA Administrative Building*: \$ _____ (Annual Cost);
\$ _____ per non-routine visit.

*NOTE: The Proposer may submit its proposal for any/or all of properties listed above.

By submitting its response, the Proposer acknowledges that LHA reserves the right to award one or more or no contracts as a result of this RFP in the best interest of LHA as determined solely by LHA.

Upon receipt of written notice of the acceptance of its proposal, the Proposer will execute a contract with LHA within five calendar days.

ATTACHED FORMS

Certifications and Representations of Offerors

Non-Construction Contract

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

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/offers 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)

- | | |
|---|---|
| ☐ Black Americans | ☐ Asian Pacific Americans |
| ☐ Hispanic Americans | ☐ Asian Indian Americans |
| ☐ Native Americans | ☐ 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:

Certification for
a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

- I certify that the above named Applicant will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.
- 2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)
- Check here ☐ if there are workplaces on file that are not identified on the attached sheets.
- I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)
- | | | |
|-----------------------------|-------|------|
| Name of Authorized Official | Title | |
| Signature | | Date |
| X | | |
- form HUD-50070 (3/98)

ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Section 3 Clause

[Code of Federal Regulations]
[Title 24, Volume 1, Parts 0 to 199]
[Revised as of April 1, 1998]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR135.38]

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TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT

PART 135--ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS--Table of
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Subpart B--Economic Opportunities for Section 3 Residents and Section 3
Business Concerns

Sec. 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause
(referred to as the section 3 clause):

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Section 3 Clause

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The Housing Authority of the City of Lakeland	SECTION 3 BUSINESS FORM
Company Name:	Employer (IRS) No:
Address:	Type of Business: ☐ Minority-Owned Business ☐ Woman-Owned Business
THE CONTRACTOR REPRESENTS AND CERTIFIES AS PART OF ITS OFFER THAT IT: ☐ IS A SECTION 3 BUSINESS CONCERN SINCE ☐ 51% or more is owned by Section 3 residents. ☐ at least, 30% of its permanent full-time employees are current Section 3 residents or were Section 3 residents within 3 years of the date of first employment with the business. ☐ it provided evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business that meet the qualifications set forth in the two previous categories. ☐ IS NOT A SECTION 3 BUSINESS CONCERN BUT WHO HAS AND WILL CONTINUE TO SEEK COMPLIANCE WITH SECTION 3 BY CERTIFYING ITS EFFORTS TO AWARD SUBCONTRACTS TO SECTION 3 CONCERNS.	

BACKGROUND:

Section 3 of the Housing and Community Development Act of 1968, as amended, requires that when employment or contract opportunities are generated because of a project or activity undertaken by a recipient of HUD financial assistance necessitating the employment of additional personnel through the individual hiring or the awarding of contracts for work, the recipient must give preference in hiring to low and very-low income persons. Section 3 requires that the recipient not only include low and very-low persons in their recruitment and solicitation efforts; but that in fact, extra or great efforts be undertaken to make these persons aware of the existence of economic opportunities, encourage their application for these opportunities, and facilitate the employment of or award of contracts to these persons.

A Section 3 resident is defined as a: (a) Public Housing Resident or (b) an individual who resides in the within Polk County and who meets the following:

Persons in Household	1	2	3	4	5	6	7	8
Low-Income	\$30550	34900	39250	43600	47100	50600	54100	57600
Very Low-Income	\$19100	21800	24550	27250	29450	31650	33800	36000

Date:	Under penalty of law, I hereby certify that to the best of my knowledge and belief that the information provided in this document is true and correct.
Printed Name of Authorized Official:	Signature:

NON-COLLUSION CERTIFICATION

re: PEST CONTROL SERVICES FOR VARIOUS PROPERTIES

The undersigned states that he/she is fully authorized by the entity indicated below to certify that:

- That this proposal or bid is made without collusion or fraud with any other person, firm, or corporation making a proposal or bid for the same purpose.
- That no officer or employee or person whose salary is paid, in whole or in part, from the Housing Authority of the City of Lakeland is, shall be, or will become interested, directly or indirectly, surety or otherwise: in this proposal or bid; in the performance of the contract; in the supplies, materials, equipment, and services or labor to which they relate; or in any portion of the profits thereof.

By signing this form, the undersigned affirms that said proposal or bid is, in all respects, fair and without collusion or fraud.

Name of Entity: _____

Authorized Signature/Date: _____

Printed Name of Signer: _____

Title of Signer: _____

Corporate Seal, *if appropriate*

Note: Failure to complete this statement as presented may result in the bid or proposal being rejected.

PUBLIC ENTITY CRIMES STATEMENT

re: PEST CONTROL SERVICES FOR VARIOUS PROPERTIES

By signing this form, the *Proposer* certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs in accordance with: Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35; HUD regulations, 24 CFR 24; or by other federal agencies.

The *Proposer* also certifies that it is in compliance with Section 287.133, Florida Statutes, as it relates to Public Entity crimes. More specifically, the *Proposer* certifies that it acknowledges and it is in compliance with the following:

A person or an affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section [287.017](#), F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Name of Entity: _____

Authorized Signature/Date: _____

Printed Name of Signer: _____

Title of Signer: _____

Corporate Seal, *if appropriate*

Note: Failure to complete this statement as presented may result in the bid or proposal being rejected.

General Conditions for Non-Construction Contracts

Section II – (With 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. 12/31/2011)

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

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

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

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 owed 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.

*(*In this instance, PHA refers to the Lakeland Housing Authority.)*