



INVITATION TO BID

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*, will accept sealed bids from licensed and qualified contractors for the **Pest Control at Various Properties** located in and around Lakeland, Florida. *Integrated Pest Management* certification is required. The awarded continuing contracts will be for a base period of two (2) years with an option to extend for up to an additional three one-year periods. The complete Bid Package may be obtained by emailing your request to ***Procurement@LakelandHousing.org***.

All bids must be submitted by **4:00 p.m., Eastern Time, on February 11, 2013** at which time, bids will be publicly opened and read aloud. Any bid received after the closing time will not be considered.

Minority and Woman Business Enterprises (MBE/WBE) and Section 3 firms are strongly encouraged to respond to this and all LHA projects, programs, and services.

LAKELAND HOUSING AUTHORITY
Invitation for Bid
for
PEST CONTROL FOR VARIOUS PROPERTIES

I. SCOPE OF REQUIRED SERVICES

The successful bidder shall furnish all necessary labor, materials, tools, equipment, fuel, transportation, and supervision necessary to provide the indicated goods and services.

1.0. LOCATIONS TO BE SERVICED:

It is the bidder'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.*):

- *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);
- *West Lake Apartments*, 501 Hartsell Avenue, Lakeland (117 housing units and 1 community building);
- *Villas at Lake Bonnet*, 303 North Brunnell Parkway, Lakeland (72 housing units and 1 community building);
- *Cecil Gober Apartments*, 2626 North Florida, Avenue, Lakeland (37 housing units and 1 community building);
- *Colton Meadow*, 1919 West 10th Street, Lakeland (75 housing units and 1 community building);
- *John Wright Homes*, 2130 Elizabeth Street, Lakeland (20 housing units and 1 community building);
- *The Manor at West Bartow*, 850 North Gordon Avenue, Bartow (100 housing units and 1 community dining area);
- *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;
- *Emma Turner Center*, 1500 North New York Avenue, Lakeland; and
- *LHA Administrative Building*, 430 Hartsell Avenue, Lakeland.

The bidder 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. If assistance is required accessing any site, please contact **Mr. Carlos Pizarro**, Director of Operations, at 863.687.2911 x252.

2.0. SCOPE OF WORK/GENERAL CONDITIONS:

Integrated Pest Management Program Contract Guide Specifications

1. General

A. 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.

B. Contractor Service Requirements: The Contractor shall 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 provide detailed site-specific recommendations for structural and procedural modifications to aid in pest prevention.

C. Certification: Prior to submitting its bid, the Contractor must be trained and certified to provide IPM services either through *Green Shield* (<http://www.greenshieldcertified.org>) or *Green Pro* (<http://www.npmagreenpro.org>) or some other IPM certifying entity recognized by the U.S. Department of Housing and Urban Development (HUD).

2. Pests Included and Excluded

A. The Contractor shall adequately suppress the following pests: indoor populations of rodents, insects, arachnids, and other arthropods.

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

1. Birds, bed bugs, bats, snakes, and all other vertebrates other than commensal rodents.
2. Termites and other wood-destroying organisms.
3. Mosquitoes.
4. Pests that primarily feed on outdoor vegetation.
5. Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified community.
6. Nests of stinging insects within the property boundaries of the specified buildings.

3. Initial Building Inspections

The Contractor shall complete a thorough initial inspection of each building and unit including but not limited to the Community Manager's offices within the first ten (10) working days of the contract. The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all locations and to identify problem areas and any equipment, structural features, or management and resident practices that are contributing to pest infestations. Access to building space shall be coordinated with the local Community Coordinator (*Housing Manager*) or other designee. The local Community Coordinator or other designee will inform the Contractor of any restrictions or areas requiring special scheduling.

4. Pest Control Plan

The Contractor shall submit to the local Community Coordinator or other designee a *Pest Control Plan*, at least, five (5) working days after the starting date of the contract. Upon receipt of the Pest Control Plan, the local Community Coordinator or other designee will render a decision regarding its acceptability within two (2) working days. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have two (2) working days to submit revisions. The Contractor shall be on-site to perform the initial service visit for each building within five (5) working days of the approval of the Pest Control Plan.

The Pest Control Plan shall consist of five parts as follows:

- A. Proposed Materials and Equipment for Service: The Contractor shall provide current labels and Material Safety Data Sheets (MSDS) for all pesticides to be used as well as brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices pest detection equipment, and any other pest control devices or equipment that may be used to provide service.
- B. Proposed Methods for Monitoring and Detection: The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access and for making objective assessments of pest population levels throughout the term of the contract.
- C. Service Schedule for Each Building or Site: The Contractor shall provide complete service schedules that include a *bi-monthly* frequency of Contractor visits, specific day(s) of the week of Contractor visits, and approximate duration of each visit.
- D. Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort: The Contractor shall describe site-specific solutions for observed sources of pest: food, water, harborage, and access.
- E. Commercial Pesticide Applicator Certificates or Licenses: The Contractor shall provide photocopies of Florida-issued Commercial Pesticide Applicator Certificates for every employee who will be performing on-site service under this contract.

The Contractor shall be responsible for carrying out work according to the approved Pest Control Plan. The Contractor shall receive the concurrence of the local Community Coordinator or other designee prior to implementing any subsequent changes to the approved Pest Control Plan including additional or replacement pesticides and on-site service personnel.

5. Record Keeping

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on-site and maintained on each visit by the Contractor. Each logbook or file shall contain, at least, the following items:

- A. Pest Control Plan: A copy of the Contractor's LHA- or West Lake Management-approved Pest Control Plan including labels and MSDS sheets for all pesticides used in the building, brand names of all pest control devices and equipment used in the building as well as the Contractor's service schedule for the building.
- B. Contractor's Service/Inspection Report: The Contractor may use its standard service/inspection report to record routine service requests and to document the performance of all work including emergency work. Upon completion of a service visit to the building or site, the Contractor's employee performing the service shall

complete, sign, and date the inspection report and return it to the log-book or file on the same or succeeding day of the services rendered. A customer copy of the Contractor's Service Report documenting all information on pesticide application required by statute in the jurisdiction where service is actually performed shall be provided to the local Community Coordinator or other designee.

6. Manner and Time to Conduct Service

A. Time Frame of Service Visits: The Contractor shall perform routine pest control services during the regular LHA/West Lake Management business hours of operation that do not adversely affect resident or staff health or productivity. When it is necessary to perform work outside of the regularly scheduled service time set forth in the Pest Control Plan, the Contractor shall notify the local Community Coordinator or other designee, at least, one (1) day in advance.

B. Safety and Health:

1. The Contractor shall observe all safety precautions throughout the performance of this contract. All work shall be in strict accordance with all applicable federal, state, and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

2. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of the residents, LHA/West Lake Management staff, as well as its personnel during the execution of work.

C. Special Entrance: Certain areas within some buildings and units may require special instructions for persons entering them. Any restrictions associated with these special areas will be explained by the local Community Coordinator. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan.

D. Uniforms and Protective Clothing: All Contractor personnel working in or around buildings specified in this contract shall wear distinctive uniform clothing. The Contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products being used.

E. Vehicles: Vehicles used by the Contractor shall be identified in accordance with state and local regulations.

7. Non-Routine Service

On occasion, the local Community Coordinator may request that the Contractor perform corrective, special, or emergency service(s) that are beyond routine service requests. The

Contractor shall respond to these exceptional circumstances and complete the necessary work within twenty-four (24) hours after receipt of the request.

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 Invitation for Bids, LHA desires that the bidder offers a flat fee for any non-routine visit regardless of the pest.

8. Contractor Personnel

Throughout the term of this contract, all Contractor personnel providing on-site pest control service must maintain certification as a Commercial Pest Control Operator per Chapter 482, Florida Statutes. Uncertified individuals working under the supervision of a certified Commercial Pest Control Operator will not be permitted to provide service under this contract.

9. Use of Pesticides

The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA), state, and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accord with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations.

The Contractor shall adhere to the following rules for pesticide use:

A. Approved Products: The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the local Community Coordinator or other designee.

B. Pesticide Storage: The Contractor shall not store any pesticide product in the buildings serviced under this contract.

C. Application by Need: Pesticide application shall be according *to need* and *not* by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area. Requests for preventive pesticide treatments in areas where surveillance indicates a potential insect or rodent infestation will be evaluated by the local Community Coordinator or other designee on a case-by-case basis. Written approval must be granted by the local Community Coordinator or other designee prior to any preventive pesticide application.

D. Minimization of Risk: When pesticide use is necessary, the Contractor shall employ: the least hazardous material, the most precise application technique, and the minimum quantity of pesticide necessary to achieve control.

10. Insect Control

A. Emphasis on Non-Pesticide Methods: The Contractor shall use non-pesticide methods of control wherever possible. For example:

1. Portable vacuums rather than pesticide sprays shall be the standard method for initial cleanouts of: cockroach infestations, swarming (winged) ants, and control of spiders in webs.
2. Trapping devices rather than pesticide sprays shall be the standard method for indoor fly control.

B. Application of Insecticides to Cracks and Crevices: As a general rule, the Contractor shall apply all insecticides as "crack and crevice" treatments only, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process.

C. Application of Insecticides to Exposed Surfaces or as Space Sprays: Application of insecticides to exposed surfaces or as space sprays ("fogging") shall be restricted to exceptional circumstances where no alternative measures are practical. The Contractor shall obtain approval of the local Community Coordinator or other designee prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while residents or LHA/West Lake Management staff is present. The Contractor shall take all necessary precautions to ensure resident, staff, and employee safety as well as all necessary steps to ensure the containment of the pesticide to the site of application.

D. Insecticide Bait Formulations: Bait formulations shall be the standard pesticide technology for cockroach and ant control with alternate formulations restricted to unique situations where baits are not practical.

E. Monitoring: Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

11. Rodent Control

A. Indoor Trapping: As a general rule, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the local Community Coordinator or other designee. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

B. Use of Rodenticides: In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval of the local Community Coordinator or other designee prior to

making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children or pets or in EPA-approved tamper-resistant bait boxes.

C. Use of Bait Boxes: All bait boxes shall be maintained in accordance with EPA regulations with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:

1. All bait boxes shall be placed out of the general view in locations where they will not be disturbed by routine operations.
2. The lids of all bait boxes shall be securely locked or fastened shut.
3. All bait boxes shall be securely attached or anchored to floor, wall, or other immovable surface so that the box cannot be picked up or moved.
4. Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
5. All bait boxes shall be labeled on the inside with the Contractor's business name and address and dated by the Contractor's technician at the time of installation and each servicing.

12. Structural Modifications and Recommendations

Throughout the term of this contract, the Contractor shall be responsible for advising the local Community Coordinator or other designee about any structural, sanitary, or procedural modifications that would reduce pest: food, water, harborage, or access. The Contractor shall be responsible for adequately suppressing all pests included in this contract regardless of whether or not the suggested modifications are implemented. The Contractor will not be held responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Contractor to eliminate pest harborage or access may be approved by the local Community Coordinator or other designee on a case by case basis. The Contractor shall obtain the approval of the local Community Coordinator or other designee prior to any application of sealing material or other structural modification.

13. Program Evaluation

The local Community Coordinator or other designee will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

14. Quality Control Program

The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days of the approval of the Pest Control Plan, the Contractor shall submit a copy of its program to,

Carlos Pizarro, LHA Director of Housing. The program shall include, at least, the following items:

A. Inspection System: The Contractor's quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or the local Community Coordinator or other designee identifies the deficiencies.

B. Checklist: A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include every building or site serviced by the Contractor as well as every task required to be performed.

C. File: A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the local Community Coordinator or the LHA Director of Housing upon request.

D. Inspector(s): The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections for each building or site serviced by the Contractor.

II. GENERAL BID CONDITIONS:

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

Ex parte communication regarding this solicitation is prohibited between a potential or current vendor and any: LHA Board of Commissioners member, Lakeland-Polk Housing Corporation board member, LHA or West Lake Management employee, or any other person serving as an evaluator during this procurement process. Respondents contacting any of the above-listed individuals regarding this solicitation risk the elimination of their bids from consideration. Correspondence with **Tom Hornack**, LHA's Administrative Services Manager, does not constitute *ex parte* communication. Oral instructions or information concerning the specifications of this bid given out by any LHA Board of Commissioners member, LHA or West Lake Management employee, or agent to a prospective bidder shall not bind LHA.

Structures may be inspected during normal business hours, Monday through Friday. Prior to visiting any site, please contact **Mr. Carlos Pizarro**, LHA Director of Operations, at 863.687.2911 x252.

In the event that a potential bidder has questions that he/she would like to have addressed, the potential respondent may email questions to Procurement@LakelandHousing.org prior

to 8:00 a.m., Eastern Time, on **January 31, 2013**. Receipt of request will be acknowledged. All questions will be addressed and responses may be accessed electronically by 5:00 p.m. on **January 31, 2013** on the LHA web site: www.lakelandhousing.org by clicking on *Procurement* then *Invitation for Bid*.

It is the potential bidder's responsibility to check the LHA web site for this and all such information.

SUBMISSION OF BIDS--

A. An **original bid**—designated as the “original” and signed in blue ink--and one (1) copy of the bid are to be transmitted by mail or hand-delivered addressed to:

Tom Hornack, Administrative Services Manager
re: Pest Control for Various Properties
Lakeland Housing Authority
430 Hartsell Avenue
Lakeland, Florida 33815

The outside of the envelope must indicate the name and address of the firm submitting the bid as well as the title of the bid being submitted.

Any bid transmitted by facsimile, electronic mail, or not in compliance with the above instructions may not be considered. All bids and accompanying material will become the property of LHA and will not be returned to the bidder.

B. Modifications--LHA reserves the right to modify this Bid Package. Modifications may include but are not limited to: increasing or deleting any items; awarding portions of this bid; waiving informalities and technicalities; and making awards consistent with LHA's policies and/or the laws governing the U.S. Department of Housing and Urban Development (HUD) and/or the State of Florida programs. Any such modification or amendment will be made available electronically on the LHA website--as described above--by 5:00 p.m., Eastern Time, on **January 31, 2013**. **It is the potential bidder's responsibility to check the LHA web site for any such modifications or amendments.**

C. Validity--Bids may be held by LHA for a period not to exceed forty-five (45) calendar days from the date of opening bids for the purpose of reviewing the bids and investigating the qualifications of the bidders prior to awarding the contract. During this time, LHA or its agent reserves the right to obtain clarification of any item in a submitted bid or to obtain additional information necessary to properly evaluate a particular bid. Failure of a bidder to respond to such a request for additional information or clarification could result in rejection of that bid.

D. Withdrawals--No bid shall be withdrawn for forty-five (45) calendar days subsequent to the opening of bids without the written consent of LHA. LHA reserves the right to accept or reject any and all bids or any part of any bid, to award portions of this bid to two or more successful bidders, and to waive any

informalities or irregularities in the bid or in the bidding process. Receipt of a bid does not commit LHA to award a contract, pay any of the costs associated with preparation of the bid, or to reimburse a bidder for any costs incurred prior to the signing of a contract. The contract will be awarded to that fully qualified responsible bidder(s) who offers the lowest price and whose bid is responsive to this solicitation.

E. 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 Bid Package, the decision of LHA shall be final and binding upon all parties.

F. Conflict of Interest--No LHA or Lakeland-Polk Housing Corporation board member or officer or employee of LHA or West Lake Management, LLC or member of the City of Lakeland City Commission shall, during his/her tenure or for one (1) year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

III. OTHER CONDITIONS

The following and other conditions will apply to the successful bidder(s) who is awarded a contract resulting from this Invitation to Bid.

A. Insurance—To the satisfaction of LHA, the successful bidder will be required to provide LHA with a current certificate(s) of: general liability insurance and vehicular liability insurance with LHA and West Lake Management, LLC named as “*additional insured*”. Each form of liability insurance shall contain a minimum of \$1,000,000 coverage per occurrence. In addition, the successful bidder will be required to provide documentation of Workers’ Compensation insurance for all of its staff anticipated to be on-site on the properties indicated in item **I. SCOPE OF REQUIRED SERVICES**. The Workers’ Compensation coverage must be, at least, the State of Florida required minimum. The successful bidder shall maintain these insurances in force during the term of the contract.

B. Permits, Fee and Licenses--The successful bidder shall secure, maintain, and pay all permits, fees, and licenses necessary for the proper execution and completion of work.

C. Subcontracting--LHA encourages the participation of Section 3, resident, minority- and women-owned businesses. The successful bidder will make every effort to utilize Section 3, resident, minority- and women-owned businesses as subcontractors in work performed under the contract. LHA has agreed to HUD established goals in Section 3, resident, minority- and women- owned business participation in its contracts. Information provided by the successful bidder assists LHA in monitoring its progress toward the realization of its goal.

D. Resident Participation--LHA encourages the hiring of residents by the successful bidder(s) for any employment opportunities available as a result of its contracts.

The successful bidder(s) will be asked to make every effort to hire residents and to post job opportunities on the LHA Administrative Office bulletin board. The successful bidder(s) will be asked to report the hiring of any residents to assist LHA in monitoring resident participation in the performance of work under its contract, progress toward achieving established goals, and in the development of further resident participation programs.

E. Non-Discrimination--The successful bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, disability, sex, or national origin. LHA encourages participation by Lakeland area business owned and operated by minorities, women, and/or those that meet the definition of a "Section 3 qualified business."

F. Security and Safety--The successful bidder shall protect and secure all materials, vehicles, and equipment, and shall assume full responsibility for loss, theft, vandalism, and any other damage for the duration of the contract. LHA or its various instrumentalities and affiliates will not assume responsibility for vandalism, theft, fire, and/or personal injury claims arising from or relating to the work to be performed. The successful bidder must exercise extreme caution and safety at all times to protect the work area and to eliminate accidents occurring at the work site.

G. Review and Inspection—LHA and/or West Lake Management, LLC will at their sole discretion and from time to time review and inspect the services provided including but not be limited to: site observations, review of time records, and daily and other logs and records of activities.

H. Payment--Payment shall be made within thirty (30) calendar days after submission of an invoice acceptable to LHA or West Lake Management, LLC for the satisfactory performance of the contracted work. The bidder shall include all applicable taxes within their bid price for services at **The Villas at Lake Bonnet and Colton Meadow**.

I. Term--LHA anticipates that the services to be provided under the contract will begin within two weeks after the contract between LHA and the successful bidder is signed.

J. Required Forms—The bidder will only submit its bid on the Bid Form provided with this Invitation to Bid. Bids submitted in another format may be rejected as non-responsive.

At a minimum, each contract awarded under this Invitation to Bid will comply with following HUD documents/forms,* as applicable: Labor Relations Letter LR-2004-01; Form 52158; Form 5369-C; Form 5370-C, Section II; and Table 5.1. LHA's Section 3 Business Form* must also be submitted with the bid.

*Attached to this Bid Package for reference.

BID 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 "Bidder."

To: The Housing Authority of the City of Lakeland (hereinafter referred to as the "Owner")

The Bidder, in compliance with your Invitation to Bid for **Pest Control for Various Properties**, having examined the **Scope of Required Services** and being familiar with all of the conditions surrounding the proposed services, proposes to furnish the necessary labor, supervision, equipment, materials, fuel, and supplies to perform the work in accordance with the **Scope Required Services** and the other conditions contained in the Invitation to Bid within the time periods set forth therein and at the prices stated below.

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

The Bidder acknowledges receipt of the following addendums: _____
_____.

The Bidder offers to furnish services as described in this Bid Package for each per property* at the costs indicated below:**

- *Dakota Park Apartments:* \$ _____ (Annual Cost);
\$ _____ per non-routine visit per each housing unit serviced; and
\$ _____ per non-routine visit to the community building.
- *Renaissance at Lake Ridge:* \$ _____ (Annual Cost) and
\$ _____ per non-routine visit per each housing unit serviced.
- *West Lake Apartments:* \$ _____ (Annual Cost);
\$ _____ per non-routine visit per each housing unit serviced; and
\$ _____ per non-routine visit to the community building.
- *Villas at Lake Bonnet:* \$ _____ (Annual Cost);
\$ _____ per non-routine visit per each housing unit serviced; and
\$ _____ per non-routine visit to the community building.
- *Cecil Gober Apartments:* \$ _____ (Annual Cost);
\$ _____ per non-routine visit per each housing unit serviced; and
\$ _____ per non-routine visit to the community building.

- *Colton Meadow*: \$ _____ (Annual Cost);
\$ _____ per non-routine visit per each housing unit serviced; and
\$ _____ per non-routine visit to the community building.
- *John Wright Homes*: \$ _____ (Annual Cost);
\$ _____ per non-routine visit per each housing unit serviced; and
\$ _____ per non-routine visit to the community building.
- *The Manor at West Bartow*: \$ _____ (Annual Cost);
\$ _____ per non-routine visit per each housing unit serviced; and
\$ _____ 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; and
\$ _____ per non-routine visit to the "common areas" of the building.
- *Lake Ridge Community Building*: \$ _____ (Annual Cost) and
\$ _____ per non-routine visit.
- *The Emma Turner Center*: \$ _____ (Annual Cost) and
\$ _____ per non-routine visit.
- *The LHA Administrative Building*: \$ _____ (Annual Cost) and
\$ _____ per non-routine visit.

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

***NOTE: Bid award will be based on the Annual cost indicated.*

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

With check marks, the Bidder is indicating below the following required items/information/forms are being submitted as part of the Bidder's response:

- This required BID FORM: _____
- A list--including contact information--of, at least, ten past commercial customers and/or residential customers (excluding individual homeowners) who received similar services from the Bidder: _____
- That in submitting this Bid Form, the Bidder acknowledges that:
 - the Bidder was offered the opportunity to email questions about the information requested by this Invitation to Bid: _____ and
 - the Bidder's failure to provide any of the information requested herein may render the submitted Bid Form as non-responsive and, therefore, the Bid Form may be rejected by LHA from consideration: _____

- Documentation that the Bidder has been trained and certified to provide IPM services either through *Green Shield* or *Green Pro* or some other IPM certifying entity recognized by HUD: _____
- A blank copy of the Bidder's standard inspection report/form: _____

That the Bidder completed, signed, and enclosed:

- HUD-50070, Certification for a Drug-Free Workplace*: _____
- HUD Form 5369-C, Certifications and Representations of Offerors*: _____
- Non-collusive affidavit*: _____
- Public Entities Crimes statement*: _____
- Section 3 Business certification*: _____

**(A blank copy is provided with this Bid Package.)*

Failure to provide *any* of the above information may render the submitted bid as *non-responsive* and may caused the bid to be rejected.

By my signature below, I also certified that I checked the LHA web site--as directed in the Bid Package for this solicitation--up to 5:00 p.m. on January 31, 2013 for any modifications or additional information relevant to this Bid Package.

Submitted By: _____

Title: _____

Signature: _____

Business Name: _____

Business Address: _____

Business Phone Number: _____

Email address: _____

ATTACHED FORMS



Office of Labor Relations
LABOR RELATIONS LETTERS

Date: October 26, 2006 (Rev 1)

Letter No. LR 2004-01

- Subject: Administration and enforcement of prevailing wage rates determined or adopted by HUD**
- I. Statutory provisions and prior guidance**
 - II. Elimination of payroll certification and submission, payroll deduction and weekly wage payment requirements**
 - III. Recordkeeping requirements**
 - IV. Payroll deductions and frequency of wage payments**
 - V. Labor standards clauses for routine and non-routine maintenance contracts**
 - VI. Compliance monitoring**

The Department of Housing and Urban Development (HUD) has undertaken efforts to streamline and otherwise reform its policies and instructions relating to the administration and enforcement of prevailing wage rates determined or adopted by HUD (*aka* HUD-determined wage rates). Ultimately, HUD intends to publish regulations and other formal directives relating to these areas. The purpose of this Letter is to provide relief and interim guidance for public housing authorities (PHAs), tribes, tribally designated housing entities (TDHEs), and their contractors. Note that the guidance in this Letter pertains only to HUD-determined wage rates applicable to maintenance and non-routine maintenance. This guidance does **not** pertain to construction work subject to Davis-Bacon and Related Act wage and reporting requirements.

This guidance is provided with the cooperation and advice of the Offices of Public and Indian Housing, Native American Programs, and General Counsel.

I. Statutory provisions and prior guidance

HUD prevailing wage requirements are imposed at Section 12(a) of the U.S. Housing Act of 1937, as amended, for public housing and at Section 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended, for Indian housing and Native Hawaiian housing, respectively. Generally, these clauses require, in part, that all maintenance laborers and mechanics employed in the operation of the housing

project (which includes routine and non-routine maintenance work) be paid no less than the wage rates prevailing in the locality as determined or adopted (subsequent to a determination under applicable State, local or tribal law) by HUD.¹

In developing its operational policies and procedures for these areas of responsibility, HUD relied upon the framework established by the Department of Labor (DOL) for the Davis-Bacon and Related Acts (DBRA). HUD disseminated its policies and procedures in draft Notice 95-01-SL and in associated memoranda, contract standards, training materials and other communications.

DBRA standards are similar to those associated with HUD prevailing wage requirements, but in some cases are more stringent. HUD has discretion to establish policies and procedures for HUD-determined wage rates different from the DOL DBRA standards. HUD has concluded that it is reasonable and desirable to establish a prevailing wage administration and enforcement framework for HUD-determined wage rates that is less burdensome on PHAs, TDHEs, tribes and their contractors.

II. Elimination of payroll certification and submission, payroll deduction and weekly wage payment requirements

Prior HUD guidance required contractors and/or subcontractors performing work subject to HUD-determined wage rates to submit weekly certified payroll reports to the PHA, tribe or TDHE involved, and to comply with DOL regulations at 29 CFR Part 3 concerning permissible payroll deductions. In addition, HUD required that all laborers and mechanics (covered by HUD-determined wage rates) be paid not less often than once a week. These requirements were contained in the draft Notice 95-01-SL and in HUD Form 5370, General Conditions (for non-routine maintenance). Effective immediately, HUD is amending its guidance and HUD Form 5370 to eliminate the payroll certification and submission and weekly wage payment requirements.²

Note that with regard to records, the HUD is eliminating only the requirements to certify and submit payroll reports. This action does not relieve contractors and/or subcontractors of

¹ Note that under NAHASDA, HUD-determined wage rates may be preempted by tribally determined prevailing wage rates; see ONAP Program Guidance No. 2003-04. Additionally, bona fide volunteers are excluded from HUD prevailing wage requirements; see 24 CFR Part 70.

² Following consultation with the Department of Labor, HUD has concluded that DOL regulations at 29 CFR Parts 3 and 5 are not germane where HUD prevailing wage requirements are applicable.

their obligations to create and maintain records demonstrating their compliance with HUD-determined prevailing wage requirements.

See Sections III and IV of this Letter concerning recordkeeping, payroll deduction and pay frequency requirements.

III. Recordkeeping requirements

PHAs, tribes, TDHEs, and any other employers (e.g., contractors, subcontractors) engaged on work subject to HUD-determined wage rates must make and maintain for 3 years from the completion of the work records containing information demonstrating compliance with the prevailing wage rates determined (or adopted) by HUD and applicable to the work.³ These records must at a minimum contain for each laborer and mechanic employed:

- 1) His or her name, address and social security number;
- 2) Correct work classification or classifications;
- 3) Hourly rate or rates of monetary wages paid;
- 4) Rate or rates of any fringe benefits provided;
- 5) Number of daily and weekly hours worked;
- 6) Gross wages earned;
- 7) Any deductions taken; and
- 8) Actual wages paid.

Such records shall be made available for inspection or transcription by authorized representatives of the PHA, tribe, TDHE and/or HUD.

IV. Payroll deductions and frequency of wage payments

Employers (PHAs, tribes, TDHEs, contractors and/or subcontractors) must pay to each employee subject to HUD-determined wage requirements the full amount of wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations). These payments must be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period may not be of any duration longer than semi-monthly.

³ The recordkeeping burden reflected is required by DOL and approved by the Office of Management and Budget under control number 1215-0017.

V. Labor standards clauses for routine and non-routine maintenance contracts

PHAs, tribes and TDHEs that award contracts for routine or non-routine maintenance work must incorporate into the contract (and bid specifications, if applicable) appropriate labor standards clauses to obligate and ensure the compliance of the contractor and any subcontractors. HUD has published labor standards clauses applicable to routine and non-routine maintenance in HUD Form 5370-C, General Conditions for Non-Construction Contracts, Section II⁴. The applicable HUD wage decision must also be incorporated into the contract and any bid specifications.

VI. Compliance monitoring and employee interviews

PHAs, tribes and TDHEs shall perform contractor compliance monitoring with such frequency and depth as appropriate (based upon the scope and duration of the contract involved) to ensure that all laborers and mechanics are paid no less than the HUD prevailing wage rate for the type of work they perform. Such compliance monitoring shall include interviews with the employees. Contractors and/or subcontractors shall permit authorized representatives of the PHA, tribe, TDHE or HUD to interview employees during normal working hours.

Any questions regarding this Letter should be directed to the field or Regional HUD Labor Relations staff responsible for the jurisdiction involved. A list of Labor Relations staff and contact information is available at the Office of Labor Relations website:

www.hud.gov/offices/olr

/S/

Edward L. Johnson

Director

Office of Labor Relations

⁴ Available at HUDClips (www.hudclips.org/cgi/index.cgi) and the Office of Labor Relations web site (www.hud.gov/offices/olr).

Maintenance Wage Rate Determination	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (04/2005)
Agency Name: Housing Authority of the City of Lakeland	LR 2000 Agency ID No: FL038A	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	Effective Date: 01/01/2013	Expiration Date: 12/31/2013
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p> <p>Steven A. Bales /s/ <i>Steven A. Bales</i> Labor Relations Specialist HUD Labor Relations (Name, Title, Signature)</p> <p style="text-align: right;">11/29/2012 Date</p>		
<p style="text-align: center;">WORK CLASSIFICATION(S)</p> <p>Maintenance Team Leader / CGP Team Leader Maintenance Associate / CGP Maintenance Associate Maintenance Assistant Unskilled Grounds Worker</p> <p>Contract maintenance</p> <p>Carpenter Electrician HVAC Mechanic Painter Plumber</p>	HOURLY WAGE RATES	
	<p>BASIC WAGE</p> <p>15.09 11.40 9.08 7.25</p> <p>14.89 18.49 13.88 14.54 17.42</p>	<p>FRINGE BENEFIT(S) (if any)</p>
<p>MSA: Lakeland County: Polk Survey: FLA OWS 200702allmsas.xls</p>	<p><input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.</p> <p>(HUD Labor Relations: If applicable, check box and initial below.)</p> <p style="text-align: center;">_____ LR Staff Initial</p>	
		<p>FOR HUD USE ONLY LR2000:</p> <p>Log in:</p> <p>Log out: OMW10734</p>

Certifications and Representations of Offerors

Non-Construction Contract

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)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section 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:

- 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.

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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

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

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 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.

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

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]

[Page 604]

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 Contents

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: <input type="checkbox"/> Minority-Owned Business <input type="checkbox"/> Woman-Owned Business
<p>THE CONTRACTOR REPRESENTS AND CERTIFIES AS PART OF ITS OFFER THAT IT:</p> <p><input type="checkbox"/> IS A SECTION 3 BUSINESS CONCERN SINCE</p> <ul style="list-style-type: none"> <input type="checkbox"/> 51% or more is owned by Section 3 residents. <input type="checkbox"/> 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. <input type="checkbox"/> 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. <p><input type="checkbox"/> 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.</p>	

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:

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

NON-COLLUSION CERTIFICATION

re: PEST CONTROL 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 FOR VARIOUS PROPERTIES

By signing this form, the *Bidder* 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 *Bidder* also certifies that it is in compliance with Section 287.133, Florida Statutes, as it relates to Public Entity crimes. More specifically, the *Bidder* 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.