

**REQUEST FOR PROPOSALS FOR
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE
(U.S. FAIR HOUSING ACT, TITLE VIII OF THE CIVIL
RIGHTS ACT OF 1968 IMPLEMENTATION OF THE
AFFIRMATIVELY FURTHERING FAIR HOUSING
MANDATE)**

For

Alachua County Housing Authority

703 NE 1st Street Gainesville, FL 32601

Request Issued: Monday April 1, 2024

Proposals Due: Monday April 22, by 4:00pm

Late proposals will not be accepted.



INTRODUCTION

The purpose of this Request for Proposals is to solicit a qualified firm or individual to conduct the Analysis of Impediments to Fair Housing Choice, which encompasses the Fair Housing Act's Affirmatively Furthering Fair Housing (AFFH) mandate set forth in the 2023 Proposed Ruling. The Proposed Ruling is an update to the 2015 AFFH's Rule. This Rule is proposed to retain much of the 2015 core planning process, pursuant to which program participants will identify fair housing issues in their communities, set goals to remedy them, submit Equity Plans for review by HUD, and implement their Equity Plans.

The proposed rule is intended to foster local commitment to addressing local and regional fair housing issues, both requiring and enabling communities to leverage and align HUD funding with other Federal, State, or local resources to develop innovative solutions to inequities that have plagued our society for far too long. The proposed rule is meant to provide the tools that HUD – together with other Federal, State, and local agencies, as well as public housing agencies – can use to overcome centuries of separate and unequal access to housing opportunity.

Ultimately, this proposed rule would provide a framework under which program participants will set and implement meaningful fair housing goals that will determine how they will leverage HUDS funds and other resources to affirmatively further fair housing, promote equity in their communities, decrease segregation, and increase access to opportunity and community assets for people of color and other underserved communities.

This analysis will include Alachua County and all the municipalities for which it encompasses. It will be utilized as an identifier of barriers that are limiting housing choices for residents based on race, color, national origin, religion, sex (including gender identity and sexual orientation), disability, familial status, military status, and/or ancestry.

PROJECT BACKGROUND

The most recent Joint Assessment of Fair Housing was completed in 2018. This historical document will be available for review upon request.

SCOPE OF WORK

The Analysis of Impediments to Fair Housing Choice and the Affirmatively Furthering Fair Housing mandate shall incorporate the previous document (2018) into one comprehensive updated document for the entire county with individual analyses, objectives, and actions for the Cities for which it encompasses.

The analysis document must include the following:

- A comprehensive review of the laws, regulations, and administrative policies, procedures, and practices in place for Alachua County and the Cities for which it encompasses.
- An assessment of how these laws, regulations, and administrative policies, procedures, and practices affect the location, availability, and accessibility of housing.
- An assessment of significant disparities to opportunity or disproportionate housing needs for protected classes in the public sector that may affect housing choice, including public housing, community development, transportation, and community services.
- An assessment of private sector housing market issues and activities to determine whether fair housing objectives are being served, including banking and insurance policies and practices, sales and rental of housing and real estate practices, availability of programs that may be used to provide financial assistance for accessibility improvements to housing, and the discriminatory provision of housing brokerage services.
- A thoughtful review of Fair Share aspects to identify better solutions, such as incentives for affordable housing to reduce over-concentration.
- Ways to promote integration and reduce segregation.
- Propose avenues to transform racially or ethnically concentrated areas of poverty (R/ECAPs) into areas of opportunity.
- Assess disparities in access to opportunities such as quality schools, quality foods, healthy environments, access to employment, and transportation connectivity.
- Following HUD's 2021 Interim Final Rule ("Restoring Affirmatively Furthering Fair Housing Definitions and Certifications"), help each jurisdiction with the required certifications that they will affirmatively further fair housing in connection with their consolidated plans, annual action plans, and PHA plans.
- Set goals for overcoming the effects of these contributing factors. For each goal, identify one or more contributing factors that the goal is designed to address, describe how the overall goal relates to overcoming the identified contributing factor(s) and related fair housing issue(s), and identify the metrics and milestones for determining what fair housing results will be achieved.
- Encompass all these factors into the creation of each jurisdiction's Equity Plan.

I. RFP SCHEDULE

The anticipated schedule for the Analysis of Impediments to Fair Housing Choice is:

RFP Distribution: Monday April 1, 2014

Proposal Submission Deadline: Monday April 22, 2024 @ 4:00pm

Proposal Selection/Approval: May 1, 2024

Mid-Point (50%) Completion: Proposer to note potential date

Final Completed Analysis Submission: Proposer to note potential date

This schedule is subject to change at any time based on needs.

II. **CONTRACT TYPE**

The Alachua County Housing Authority will enter into a contract for professional consulting services based on a fixed-price (or lump sum) to the contractor for the specific scope of services.

III. **SUBMITTAL REQUIREMENTS**

Consultants should submit **four (4)** complete copies of the proposal. Envelopes or packages containing proposals and any related materials should be sealed and clearly marked on the outside in the following manner:

Proposal for the Alachua County Housing Authority Analysis of Impediments to Fair Housing Choice

Proposals must be received at the following location **no later than Monday April 22, 2024 at 4:00pm:**

Alachua County Housing Authority
ATTN: Ron Hall, Director of Operations
703 NE 1st Street
Gainesville, FL 32601
ron@acha-fl.com

Envelopes or packaging containing proposals and any related materials which are received after the specified date and time will be remain unopened.

While there is no required proposal format, proposals should:

1. Describe the approach and methodology the Consultant will employ in carrying out the scope of work.
2. Include any services the Consultant may require from the Alachua County Housing Authority to perform the scope of work.
3. Provide a description of the Consultant's background, qualifications, and experience.
4. Provide three (3) references of past clients with a similar scope of work conducted.
5. Provide the timing and schedule of work to be performed with a completion date identified.
6. Provide an all-inclusive fee to complete the Analysis as described within this RFP.

IV. SELECTION PROCESS

A selection committee will be made up of the Executive Director, Director of Operations and one member of the Board of Commissioners. They will conduct the evaluation of the received proposals. The selection committee will be solely responsible for the selection of a consultant with final signatory approval by the full Board of Commissioners of the Alachua County Housing Authority. The Alachua County Housing Authority reserves the right to award or reject any or all proposals, to waive any informalities or irregularities in the proposals received, or to accept any proposal, which is deemed most favorable to the Authority.

V. CONTRACT LANGUAGE, CERTIFICATIONS, AND ASSURANCES

The proposer agrees to adhere to the following federal and state requirements in order for the proposal to be complete, responsive, and qualified:

1. **Scope of Work:** The successful proposer shall perform the work described in the Scope of Work, attached hereto and incorporated herein, during the term of this contract and any extension thereto. The successful proposer shall conform to all other terms of the RFP. The contract resulting from the RFP, as amended, and the proposal submitted, as amended, shall constitute the entire agreement between the Alachua County Housing Authority and the successful proposer, except as outlined below in "Other Agreements." There shall be no verbal agreements or understandings.
2. **Other Agreements:** The parties hereto have entered into no other agreements (hereinafter referred to as "Other Agreement") at this time.
3. **Order of Precedence:** In the event of a conflict between portions of the contract resulting from the RFP, the following order of precedence shall be used:
 - a. Amendments to the contract
 - b. Other Agreements
 - c. Contract
 - d. RFP
 - e. Proposal

The proposal submitted shall be included by reference as part of the resulting contract. Any part of the proposal that conflicts with the resulting contract shall be superseded by the resulting contract.

4. **Term:** The term of this contract shall be for the period specified in the RFP.
5. **Termination:** This Agreement may be terminated by the unilateral action of the Alachua County Housing Authority by providing thirty (30)

days' written notice to the proposer of the election to terminate, or if the Alachua County Housing Authority or any other state or federal entity whose monies are necessary to fund the work contemplated under this Agreement, including those of the Intended Third Party Beneficiary, fails to appropriate funds for any part of the work contemplated after this Agreement.

Under these circumstances for termination due to lack of funding, the Proposer, upon receipt of such notice from the Alachua County Housing Authority, will immediately cease any and all work pursuant to this Agreement or the Scope of Work. The Proposer will be eligible to collect for any and all work already completed or provided prior to receipt of such notice to terminate, under a theory of quantum meruit. The Proposer may terminate this Agreement with thirty (30) days' notice to the Alachua County Housing Authority. Either party may terminate this Agreement immediately if either party believes they are being requested to perform any act(s) or any failures to act that is in violation of the State of Florida and/or the U.S. Department of Housing and Urban Development regulations or local governmental laws, rules, and/or regulations.

If either party fails to perform any of the requirements of this Agreement or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure such non-performance or violation within ten (10) business days following delivery of written notice of any such breach.

6. ***Subcontracting, Subletting, or Assignment of Contract:*** The successful proposer may not subcontract with other entities to deliver the services in this RFP without first receiving written authorization from the Alachua County Housing Authority; however, the successful proposer may subcontract with firms to deliver such services as specialized copying, bookkeeping, etc. that are not directly related to the conceptual study. The choice of a subcontractor will have to be approved in writing by the Alachua County Housing Authority prior to subcontracting and shall meet all Federal and State requirements. All such subcontracts shall be in the same form as the contract and subject to the same terms, conditions, and covenants contained therein. No such subcontracts shall in any case release the successful proposer of its liability under this contract. The successful proposer shall be responsible for making direct payment for such services. There shall be no assignment of the contract without the written approval of the Alachua County Housing Authority.
7. ***Independent Contractor:*** The proposer declares that they are engaged as an independent business and has complied, and will continue to comply during the terms of this Agreement, with all federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to, any insurance coverage that is required in the normal course of business as well as any specialized insurance that is specified herein, and that may be required to carry out its business and perform under the terms of this Agreement.

The proposer declares that they are engaged in the same or similar activities for other clients or customers or that the proposer is free to do so and that the Alachua County Housing Authority is not the sole, only, and/or exclusive client or customer.

8. **Conflict of Interest:** No personnel of the proposer or member of the governing body of the Alachua County Housing Authority, the Intended Third Party Beneficiary, or any locality or other public official, elected official, or employee of any such entity in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of the functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose the interest to the Alachua County Housing Authority in writing. Thereafter, the person shall not participate in any action affecting the work under this Agreement, unless the Alachua County Housing Authority shall determine that, in light of the personal interest disclosed, the person's participation in any such action not be contrary to the public interest, or in contravention of any provision of public contracts or general ethical prohibitions.

9. **Insurance:** The Proposer shall provide the Alachua County Housing Authority with proof of general liability insurance in coverage amounts not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate. Such general liability insurance shall provide coverage for services to be performed under the terms of this Agreement. The Proposer shall immediately notify the Alachua County Housing Authority of any changes in coverage during the term of this Agreement, including the name of the provider, amounts, essential terms affecting the services to be performed under this Agreement, and of any lapses in such coverage. The Proposer's Certificate of General Liability Insurance shall be attached to the final contract.

If operation of an automobile occurs in commencement of services by the performance of this Agreement on Alachua County Housing Authority property, then automobile liability insurance shall be mandatory in the amount of one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate.

During the performance of this Agreement, the Proposer shall keep in full force Workers' Compensation Insurance. A copy of the documentation evidencing said coverage, or exemption, shall be furnished upon request.

The Alachua County Housing Authority shall be named as an additional insured, and the proposer shall provide the Authority with insurance certificates providing the above-named amounts.

The Proposer shall furnish to the Alachua County Housing Authority a Certificate of Insurance certifying the above types and minimum amounts of insurance. Said certificate shall include a Notice of Cancellation clause with notification being sent thirty (30) days prior to cancellation to the Board office. Cancellation of insurance will constitute a default, which if not remedied within the thirty (3) day notification period, shall cause immediate termination of the Agreement.

10. **Responsibility for Claims:** The Proposer agrees to indemnify and shall hold the Alachua County Housing Authority harmless from any and all claims for personal injury or property damage resulting from the fault or negligence of the proposer and from claims for wages or overtime compensation due itself or its employees in rendering services pursuant to this Agreement, including payment of all costs in defense of any claim under the Fair Labor Standards Act, as amended, or any other federal or state law. When applicable, the proposer shall reimburse the Alachua County Housing Authority for any judgments for infringement of patent or copyright rights and agrees to defend against any such claims or legal actions if called upon by the Alachua County Housing Authority to do so.

The Proposer shall, at its own cost and expense, procure, provide, and maintain proof of insurance during the term of this Agreement protecting the proposer, the Alachua County Housing Authority, and all of its officers, agents, and employees against any loss, liability, or other expense whatsoever for personal injury, death, property damages, or any other cause of action whatsoever resulting from the performance of the proposer's duties under the terms of this Agreement.

11. **Recordkeeping:** The Proposer shall keep all financial records in a manner consistent with generally accepted accounting principles. Documentation to support each action shall be filed in a manner allowing it to be readily located.

The Proposer shall keep separate business records for this project, including records of disbursements made and obligations incurred in the performance of this Agreement, which records shall be supported by contract, invoices, vouchers, and other data as appropriate.

12. **Reserved Rights and Rights in Data, Copyrights, Discovery, and Invention/Patent Rights:** The parties further agree that it is the respective and collective intent in the formation of this Agreement to confer no rights or privileges upon any third parties, whether labeled or unintended third party beneficiaries, assignees of rights, or delegates of duties, including without limitation, any individual, corporation, other unincorporated business association, or political subdivision, or agency, department, board, commission, system, or service of the State of Florida or of the United States.

The sole exception to this exclusion of the creation of rights in any third party beneficiary, assignees of rights, or delegates of duties may involve non-parties to this Agreement who constitute a department, division, agency, board, commission or political subdivision of Alachua County, or the Alachua County Housing Authority.

If applicable, the Proposer shall deliver, assign, transfer, and convey to the Alachua County Housing Authority or its authorized representatives, all rights, title to, and interest in all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, codes, scientific information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source code, documentation, and other materials and property prepared or developed, created, or discovered under or in connection with this Agreement (the "Deliverables").

13. **Compliance with Applicable Laws, Regulations, Etc.:** The Proposer agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder.
14. **Employment:** The Proposer and its employees are not employees of the Alachua County Housing Authority with regard to the application of the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws, and state unemployment insurance laws. The Proposer accepts full responsibility for payment of all taxes including without limitation unemployment compensation insurance premiums, all income tax deductions, Social Security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Proposer in the performance of the work authorized by this Agreement. The Alachua County Housing Authority shall not be liable for any taxes under this Agreement.

In no event shall the Alachua County Housing Authority be liable for any indirect or consequential damages, including loss of profits, even if the Authority had been advised, knew, or should have known of the possibility of such damages.

Notwithstanding any language to the contrary, the Proposer shall be liable for any personal injury or damages to real property or tangible personal property, caused by its fault or negligence.

15. **Equal Employment Opportunity:** In carrying out this Agreement, the Proposer shall not discriminate against any employee or applicant for employment because of and shall ensure that applicants are hired and that employees are treated during employment without regard to race, religion, sex, national origin, disability, age, or Vietnam-era veteran status subject to Executive Order 11246, Section 202 Equal Opportunity Clause. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of

pay or other forms of compensation, and selection for training including apprenticeship.

The Proposer agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause and shall, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status. The Proposer shall incorporate the foregoing requirements of this paragraph in all of its agreements for any of the work prescribed herein and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

16. **Accessibility of Program for People with Disabilities:** The successful Proposer shall agree to comply with Section 504 of the Rehabilitation Act of 1973, as amended (20 USC 794) and the Americans with Disabilities Act, and all requirements imposed by the interpretations issued pursuant thereto. The successful proposer shall ensure that no person, by sole reason of disability, may be denied participation in, or benefits of, the successful Proposer's services financed wholly or in part by federal funds.
17. **Title VI of the Civil Rights Act of 1964:** In accordance with Title VI of the Civil Rights Act, as amended, Section 202 of the Americans with Disabilities Act of 1990, the successful Proposer shall agree that it will not discriminate against any employee or applicant for employment because of race, color, national origin, familial status, religion, or disability.

The successful Proposer shall ensure that neither it nor any other units planned for participation in the activities to be funded hereunder are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment. The successful Proposer shall ensure no person, on the grounds of race, color, national origin, or sex, be excluded from participation in, or denied the benefits of, or be subject to discrimination under any project, program, or activity funded in whole or in part by the Alachua County Housing Authority or the U.S. Department of Housing and Urban Development.

18. **Employment Provision:** The successful Proposer shall comply with any regulations dealing with minimum wage and maximum hour provisions for the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the labor provisions of non-construction contracts, the Davis-Bacon Act, and the Immigration Reform and Control Act of 1986.
19. **Environmental Consideration:** The successful Proposer shall comply with all applicable federal, state, and local environmental regulations (including those dealing with water pollution, air quality, noise, fish and wildlife, historic/prehistoric socioeconomic, wetland, biological, flood plain, parks, traffic, energy conservation, and other) dealing with capital and operating projects.

20. ***Delinquent Taxed and Findings for Recovery:*** The successful Proposer shall certify that it is not charged with delinquent personal property taxes on the general tax list of personal property of Alachua County or any other location that it does or has done business. In addition, the successful Proposer shall certify that it is not subject to any unresolved findings for recovery issued by the Auditor of the State of Florida.
21. ***Force Majeure:*** The successful Proposer shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material products, plants, or facilities by the federal, state, or local government, or fuel shortage.
22. ***Choice of Law and Choice of Forum:*** The Proposer agrees that any and all disputes under the terms of this contract will be governed by the laws of the State of Florida, notwithstanding any other applicable choice of law provisions that may apply. The Proposer further agrees that any litigation initiated by the Proposer under the terms of this contract shall be filed exclusively within the state courts of Alachua County, Florida, or alternatively, in the United States District Court for the State of Florida.

Legally Required Statement and Provisions Regarding Access to Records

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Agreement. The inclusion of this statement and provisions below shall not be construed to imply that the VENDOR has been delegated any governmental decision-making authority, governmental responsibility, or governmental function or that the VENDOR is acting on behalf of the ALACHUA COUNTY HOUSING AUTHORITY as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the VENDOR. As stated below, the VENDOR may contact the ALACHUA COUNTY HOUSING AUTHORITY'S Custodian of Public Records with questions regarding the application of the Public Records Law; however, the VENDOR is advised to seek independent legal counsel as to its legal obligations. The ALACHUA COUNTY HOUSING AUTHORITY cannot provide the VENDOR advice regarding its legal rights or obligations.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

- i) Ronald Hall
- ii) 352-372-2549 ext 512
- iii) Ron@acha-fl.com
- iv) Alachua County Housing Authority
703 NE 1st Street
Gainesville, FL 32601

If, under this Agreement, the VENDOR is providing services and is acting on behalf of the ALACHUA COUNTY HOUSING AUTHORITY as provided under Florida Statutes Section 119.011(2), the VENDOR shall comply with public records laws, and specifically shall comply with the following:

- i) Keep and maintain public records required by the ALACHUA COUNTY HOUSING AUTHORITY to perform the services.
- ii) Upon request from the ALACHUA COUNTY HOUSING AUTHORITY'S custodian of public records, provide the ALACHUA COUNTY HOUSING AUTHORITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in

Chapter 119 Florida Statutes or as otherwise provided by law.

- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the VENDOR does not transfer the records to the ALACHUA COUNTY HOUSING AUTHORITY.

- iv) Upon completion of the Agreement, transfer at no cost to the ALACHUA COUNTY HOUSING AUTHORITY, all public records in possession of the VENDOR or keep and maintain public records required by the ALACHUA COUNTY HOUSING AUTHORITY to perform the service. If the VENDOR transfers all public records to the ALACHUA COUNTY HOUSING AUTHORITY upon completion of the Agreement, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Agreement, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the ALACHUA COUNTY HOUSING AUTHORITY, upon request from the ALACHUA COUNTY HOUSING AUTHORITY'S custodian of public records, in a format that is compatible with the information technology systems of the ALACHUA COUNTY HOUSING AUTHORITY.

Failure of the VENDOR to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the ALACHUA COUNTY HOUSING AUTHORITY.

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

**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

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

**MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN
CONSTRUCTION**

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 or 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.