



# RFP#09-2023.1

## EXTERMINATION/PEST CONTROL SERVICES

Housing Authority of the City of Edinburg  
910 S Sugar Road  
Edinburg, Texas 78539  
(956) 383-3839 / Fax: (956) 380-6308

## INVITATION TO BID

**OVERVIEW:** The Housing Authority of the City of Edinburg is soliciting a Request for Proposal in order to evaluate pricing, recommendations, and qualifications for extermination/pest control services. The RFP#09-2023.1 will allow the Housing Authority of the City of Edinburg to select a Pest Control/Exterminator based on the following:

1. Pest control services that include, but are not limited to, elimination of the following pests: ants, spiders, crickets, roaches, silverfish, scorpions, mice, rats, fleas, ticks, termites, and similar pests.
2. Service must include controlling of pests on the indoor and outdoor grounds of the buildings (including, but not limited to patios, eaves of building, sidewalks, lawns, and buildings perimeter).

One (1) original and two (2) copies of the proposal must be submitted by **10:00 am on Thursday, September 21, 2023**. The proposals, marked "original" and "copy", must be submitted in a sealed envelope with the following information marked plainly on the front:

### **EXTERMINATION / PEST CONTROL SERVICES**

**RFP #09-2023.1**

**Attention: Dr. Martin Castillo, Jr.**

**Housing Authority of the City of Edinburg**

**910 S. Sugar Road**

**Edinburg, TX 78539**

Vendors may be allowed to visit the sites and if available be allowed to inspect inside units upon request. For your convenience property maps are included in this RFP. No oral explanation with regard to the meaning of the specifications will be made and no oral instructions will be given before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing or via email to:

Housing Authority of the City of Edinburg

Attention: Accounting Department

RFP #09-2023.1

910 S Sugar Road

Edinburg, TX 78539

[Accounting@edinburgha.org](mailto:Accounting@edinburgha.org)

The deadline for receipt of written questions shall be 3:00 pm, on Wednesday, September 13, 2023. A written response will be distributed to all registered vendors within the next business day.

The Housing Authority of the City of Edinburg reserves the right to reject in part or in whole all proposals submitted, and to waive any technicalities for the best interest of the housing authority.

## GENERAL CONDITIONS

In submitting this proposal, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid, and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a housing authority official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the Housing Authority of the City of Edinburg shall prevail.

### BID TIME & BID OPENING

It shall be the responsibility of each Bidder to ensure his/her proposal is turned in to the Housing Authority of the City of Edinburg on or before **10:00 am on Thursday, September 21, 2023**. Proposals received after the time stated above will be considered ineligible and returned unopened. All attached proposal documents are to be returned completely filled out, totaled, and signed. **Envelopes containing proposals must be sealed, no electronic submissions will be accepted.**

The Housing Authority of the City of Edinburg staff will open the bids publicly at **10:15 am on Thursday, September 21, 2023**. The bid opening will be for informational purposes only and no decision will be made at that time. Upon completion of the bid opening staff will review and check the bids for accuracy, during this time staff may contact bidders for clarification or check on references. Once the review has been completed a recommendation will be prepared and submitted to the Housing Authority of the City of Edinburg Board of Directors on the next scheduled board meeting on September 28, 2023.

### WITHDRAWING BIDS/PROPOSALS/QUOTES

Proposals may be withdrawn at any time prior to the official opening; requests for no consideration of proposals must be made in writing to the Executive Director, Dr. Martin Castillo, Jr. and received prior to the time set for opening proposals. The bidder warrants and guarantees that his/her proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

### IRREGULAR BIDS/PROPOSALS/QUOTES

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the Housing Authority of the City of Edinburg reserves the right to waive any irregularities and to make the award in the best interest of the housing authority.

### REJECTION/DISQUALIFICATION

Bidders will be disqualified and/or their proposal rejected, among other reasons, for any of the specific reasons listed below:

- A) Proposal received after the time set for receiving proposals as stated in the advertisement.
- B) Proposal containing unbalanced value of any item/service

- C) Lack of competency as revealed by reference checks, experience and equipment, questionnaires, or qualification statement.
- D) Proposals containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the housing authority's opinion may disqualify the bidder.

However, the Housing Authority of the City of Edinburg reserves the right to waive any irregularities and to make the award in the best interest of the housing authority.

## **AWARD OF BID**

The bid award will be made within thirty (30) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder. The Housing Authority of the City of Edinburg reserves the right to award bids whole or in part when deemed to be in the best interest of the housing authority. Information contained in submitted proposal documents shall not be available for inspection until after the award has been made by the Housing Authority of the City of Edinburg Board of Commissioners at the next scheduled board meeting tentatively September 28, 2023.

## **DEBARMENT**

By submitting a RFP, the proposer certifies that they are not currently debarred from receiving contracts from any government agency in the United States; and that they are not an agent of a person or entity that is currently debarred from receiving contracts from a government agency of the United States.

## **SALES TAX**

The Housing Authority of the City of Edinburg is exempt from Federal Excise and State sales tax; therefore, tax must not be added to bid.

## **GOVERNING LAW**

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising from this agreement shall be brought in federal or state courts within the State of Texas and the parties' consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

## **TERMINATION/NON-PERFORMANCE**

1. The contract may be canceled by either party upon thirty (30) days' written notification. The Housing Authority of the City of Edinburg reserves the right to cancel the contract immediately after a 72-hour notice of corrections has been sent to contractor (in writing) if the corrections have not been made. The Housing Authority of the City of Edinburg reserves the right to cancel the contract if the housing authority determines in its sole discretion that the successful proposer is not fulfilling the assigned responsibilities under the agreement and seek a new RFP solicitation.

**QUALITY ASSURANCE:** The units and grounds will be inspected during and after each treatment by the appropriate housing authority representative to ensure compliance with the specifications.

**SCHEDULE OF SERVICES:** Services will include treatment of all facilities listed herein on a once-a-month basis, at a minimum. Problem areas will be attended as needed during the interim at an additional cost to the housing authority unless covered under warranty. Special attention is to be given to areas as identified.

**CONTRACT AGREEMENT:** The successful proposer agrees to maintain and ensure the facilities listed herein remain pest free according to the schedule of services. All work performed in fulfilling the requirements of this contract will be accomplished by licensed personnel utilizing the highest professional exterminating/pest control methods and following procedures, supervision, material equipment and supplies/chemicals as herein stated in this specification.

**SAFETY:** The successful proposer/representative's responsibility is the protection of all site facilities, personnel, and housing residents. The successful proposer shall supply the housing authority with copies of Material Safety Data Sheets showing complete chemical breakdown of all chemicals being used within ten (10) days after notification of award. The housing authority reserves the right to require the successful proposer to discontinue the use of chemicals or request a change of chemicals at any time.

**NOTE: Proposer shall offer the Housing Authority of the City of Edinburg the monthly costs per property:**

- A. Monthly Cost per property when services are performed during the office hours of operation which are Monday to Friday, 8:00 am to 5:00 pm; and
- B. Cost of extra services. (Optional)

2. The RFP#09-2023.1 submissions shall be evaluated on, but not necessarily limited to, the following:

Max Points	Description
20	Total Price
20	Proposer's past performance record with other entities/businesses
20	Proposer's ability to perform the work / years in business
20	MSDS and warranty availability on services performed
20	References
5	Bonus: Overall presentation of RFP

3. The Housing Authority of the City of Edinburg may make such investigations as it deems necessary to determine the ability of the proposer to provide satisfactory performance in accordance with specifications, and the proposers shall furnish to the housing authority all such information and data for this purpose as the housing authority may request.

4. Proposers are to bid on all items as specified. RFP's will be awarded to one or more proposers based on the total of the RFP.

## 5. CONTRACT TERMS AND CONDITIONS

The contract period will begin November 1, 2023 – October 31, 2024. Prices must not exceed the RFP amount for the entire contract period. The contract may be extended by mutual agreement of both parties for two (2) additional one (1) year periods with prices remaining firm for the entire contract.

The Housing Authority of the City of Edinburg reserves the right to exercise an option to renew the contract of the vendor(s) for two (2) additional one (1) year periods, provided such option is stipulated in the contract and agreed upon by both parties. If the housing authority exercises the right in writing, the proposer shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the contract and include, but not limited to, insurance Certificates and MSDS and must be in force for the full period of the option. If the updated documents are not submitted by the proposer in complete for within the time specified, the housing authority will rescind its option and seek a new RFP solicitation.

## 6. MATERIAL SAFETY DATA SHEETS (MSDS) & WARRANTY

The proposal shall include an MSDS for each product that will be used as applicable. Also, a warranty for the services must be submitted which must include what is covered and not covered within the same service. All services shall be completed in professional, workmanlike manner, with the degree of skill and care that is required by current, good, and sound professional procedures.

## 6. CERTIFICATE OF INSURANCE

At the time of the execution of an awarded contract, but in any event, prior to commencing work at the job site, the contractor shall furnish the Housing Authority of the City of Edinburg with certificates of insurance as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. The certificates of insurance shall state the Housing Authority of the City of Edinburg as additional insured where applicable. The certificates of insurance provided that any company issuing an insurance policy for the work under this contract shall provide not less than thirty (30) days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the “occurrence” type.

## 7. COMPREHENSIVE GENERAL LIABILITY

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his employees and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor’s employees or damage to property of the Housing Authority of the City of Edinburg, housing authority residents or others arising out of the act or omission of the contractor or his employees. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the

contractor under the article entitle indemnification and completed operations, products liability, contractual liability, broad form property coverage, premises/operations, and independent contractors.

Bodily Injury and Property Damage - \$500,000 per person / \$1,000,000 per occurrence

## **8. COMPREHENSIVE AUTOMOBILE LIABILITY**

The insurance shall be written in the comprehensive form and shall protect the contractor and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired, the liability shall not be less than:

Bodily Injury and Property Damage - \$500,000 per person / \$1,000,000 per occurrence

## **9. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

The contractor shall protect himself and his employees by carrying statutory worker's compensation insurance.

Certificates of insurance for contractor, terminations, or alterations of such policies shall be mailed or emailed to:

Housing Authority of the City of Edinburg  
Attention: Accounting Department  
910 S Sugar Road  
Edinburg, Texas 78539  
Email: [accounting@edinburgha.org](mailto:accounting@edinburgha.org)

## **10. REQUIRED FORMS**

- Bid Sheet
- Additional Services (Optional)
- Offeror's Statement
- References
- Insurance Acknowledgement
- HUD Form 5369-A
- HUD Form 5370 (Acknowledgement Only)
- Section 3 Certification

**ANY QUESTIONS** concerning this proposal should be directed to: Richard Christian, Director of Finance (956) 383-3839 or via email to [accounting@edinburgha.org](mailto:accounting@edinburgha.org)





### ADDITIONAL SERVICES OFFERED (Optional)

Please provide a list of other services that are offered by your company and the cost that will be incurred for each service. Some examples of services we might inquire about are rodents, wasps, bees, termites, and bed bugs.

Service Type	Cost

This form is not mandatory to submit and if additional space is needed to provide adequate information regarding the services offered feel free to attach your own sheet listing the services and costs your company provides.

**OFFEROR'S STATEMENT**

The undersigned Offeror hereby states that by completing and submitting this **RFP** proposal and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and acknowledges that if the Housing Authority of the City of Edinburg discovers that any information provided herein is false, such shall entitle the HA to not consider or make award or to cancel any award to the offeror responsible for the falsehood. Further, by completing and submitting the Offeror's Proposal and by entering and submitting the costs were provided within the Offeror's Proposal, the undersigned Offeror agrees to abide by all terms and conditions contained in this RFP hard copy. The undersigned, in submitting this RFP, represents that he/she is an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age, or sex in the performance of this contract. Pursuant to all RFP documents, this form of proposal, and all attachments, and to all completed documents submitted, including but not limited to Offeror's Statement, Section 3 Statement, and all attachments the undersigned proposes to supply the EHA with the services described herein for the fee(s) entered within the noted Offeror's Proposal submittal in response to this RFP.

\_\_\_\_\_  
Offeror Company

\_\_\_\_\_  
Signature of Managing Partner

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Phone#

\_\_\_\_\_  
Fax#

**MUST BE COMPLETED & SUBMITTED OR RFP MAY BE REJECTED**

## REFERENCES PAGE

Proposers are required to provide three references where similar services are presently being performed by their firm through contract and have been provided for a minimum of the last twelve (12) months, preferably references in the Hidalgo County area.

a. Name of Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

b. Name of Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

c. Name of Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

**MUST BE COMPLETED & SUBMITTED OR RFP MAY BE REJECTED**

**HOUSING AUTHORITY OF THE CITY OF EDINBURG  
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

I acknowledge that by submitting a proposal for this project, I am aware of the insurance requirements outlined in these specifications listed on RFP#09-2023.1 (Number 6 – 9). If I am awarded the RFP#09-2023.1, I will comply with all insurance requirements within ten (10) working days of the RFP#09-2023.1 award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Name of Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Date: \_\_\_\_\_

**MUST BE COMPLETED & SUBMITTED OR RFP MAY BE REJECTED**

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

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |                        |                              |
|------------------------|------------------------------|
| [ ] Black Americans    | [ ] Asian Pacific Americans  |
| [ ] Hispanic Americans | [ ] Asian Indian Americans   |
| [ ] Native Americans   | [ ] Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)



# 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. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**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 \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

### Section 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; A

- (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). 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. 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

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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.

**Instructions:** Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

**Business Information**

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Name of Business Owner \_\_\_\_\_

Phone Number of Business Owner \_\_\_\_\_

Email Address of Business Owner \_\_\_\_\_

**Preferred Contact Information**

Same as above

Name of Preferred Contact \_\_\_\_\_

Phone Number of Preferred Contact \_\_\_\_\_

**Type of Business (select from the following options):**

Corporation       Partnership       Sole Proprietorship       Joint Venture

A Section 3 qualified person must:

1. Live in the \_\_\_\_\_ of \_\_\_\_\_. (*insert "project area" as defined by HUD*)
2. Currently or within three years of the date of hire meet or fall below the following income limits.

Family Size:	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Income:								

**\*\*Income limits\*\*** insert income limits for 80% of median income for your area.

Please check the appropriate box below and specify the qualifying category above.

**Select from *ONE* of the following three options below that applies:**

At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 4).

At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 4).

My company is not Section 3 qualified.

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**Business Concern Affirmation**

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)