



The Aurora Housing Authority™

1449 Jericho Circle  
Aurora, IL 60506

**REQUEST FOR PROPOSALS (RFP)**

**Pest Control Services**

**ISSUE DATE: August 11, 2019**

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*Proposals to be submitted at the Aurora Housing Authority  
1449 Jericho Circle, Aurora, IL 60506  
by **4:00 p.m. (Local time) on September 3, 2019***

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## Section I

## Request for Proposals - Invitation

### AURORA HOUSING AUTHORITY

**DATE:** August 11, 2019

**PROJECT TITLE:** Pest Control Services

**DELIVERY DATE/TIME:** September 3, 2019– 4:00PM

**TO:** Prospective Offerors

The Aurora Housing Authority (AHA) is issuing a Request for Proposals (RFP) to select a Firm to perform Pest Control Services for an initial term of two (2) years, with an option for renewal, at the sole discretion of the Authority.

Attention is directed to the enclosed instructions and specifications that are made a part of this document.

All requests for additional information should be put into writing and directed to Mr. Ralph Jordan, Executive Director, Aurora Housing Authority, 1449 Jericho Circle, Aurora, Illinois 60506 or [rjordan@auroraha.org](mailto:rjordan@auroraha.org). Please be advised the last date to request a clarification is August 19, 2019.

By submitting a proposal, each offeror is affirming his/her commitment to comply with the Laws of the State of Illinois, governing Fair Employment Practices and with all rules and regulations of the U.S. Department of Housing and Urban Development, governing Equal Employment Opportunities and Non-discriminatory Practices. The Housing Authority reserves the right to reject any and all proposals or to waive any informality in the selection process. This project is funded with HUD funds and requires that all contractors/vendors bidding contracts must comply with Section 3 of the HUD Act of 1968.

## Section II. General Information

### AURORA HOUSING AUTHORITY BACKGROUND

The Aurora Housing Authority (AHA), is a non-profit organization was founded in the 1940s and charged with the mission of providing safe, decent and affordable housing for the people of the City of Aurora. The AHA, is a private municipal corporation governed by a seven-member Board of Commissioners. The Board members, appointed by the Mayor for a five-year term, set the overall policy in matters concerning the operation of the Housing Authority. The Executive Director, appointed by the Board of Commissioners, is responsible for coordinating and carrying out the policies established by the Board of Commissioners.

The Authority currently operates 502 public housing units; 1400 Project Based/VASH/Housing Choice Voucher units. Additional grants are received periodically for the Renovation and Modernization of existing facilities. The public housing program for the Aurora Housing Authority is not limited to the rental and maintenance of physical facilities, but also tries to resolve many of the social and economic problems experienced by low-income families. It is our goal to assist in every way possible to improve the living conditions of the people choosing to reside in public housing units.

Currently the Aurora Housing Authority employs 28 individuals.

## Section III. Scope of Service

The Contractor shall provide all labor, equipment, tools, materials, supplies and incidentals to perform treatment and extermination services of all pests in accordance with all EPA, OSHA regulations, and U.S. Department of Housing and Urban Development's Guidance on Integrated Pest Management (IPM) (Attachment A).

Contractor must provide services in a manner that demonstrates sensitivity to the fact that AHA properties are primarily residential in nature and that the needs of the residents are the foremost priority. Contractor must follow IPM Pest Control Service Guidelines described in Attachment A except where Contractor specifically identifies situations where it follows alternative guidelines.

### **Section III.1 Communities/Buildings that require Pest Control Services**

#### **Areas listed require treatment but are not limited to:**

##### Centennial House:

Located at 1630 & 1640 W. Plum St, Aurora, IL 60506 is a three (3) level midrise.  
127-One Bedroom units and Common Spaces/Offices

##### Maple Terrace:

Located at 905 Second Ave & 904 North Ave, Aurora, IL 60505 is a four (4) level midrise.  
67- Studios, 118-One Bedroom Units, 1-two Bedroom Unit, and Common Spaces/Offices

##### Eastwood:

24 buildings located in Aurora, IL 60505 are townhouses, duplex and single family units  
12-Two Bedroom Units, 20-Three Bedroom Units, 20-Four Bedroom Units, 6-Five Bedroom Units and Common Spaces/Office

##### Indian Trail:

9 Buildings located in Aurora, IL 60505 are townhouses.  
17-Two Bedroom Units, 17-Three Bedroom Units and Common Spaces/Offices

##### Southwind:

17 buildings located in Aurora, IL 60505 are townhouses, duplex and single-family units  
6-Two Bedroom Units, 6-Three Bedroom Units, 13-Four Bedroom Units, 7-Five Bedroom Units and Common Spaces/Offices

##### Scattered Sites:

6 Building located throughout Aurora, IL are duplexes and multi-unit building  
4-One Bedroom unit, 10-Two bedroom units, 6-Three bedroom units and Common Spaces/Offices

**Section III.2 Categories of Services:** Contractor shall perform the following tasks for the buildings listed above. AHA will provide access to the unit(s) as required.

**1. Initial Inspection:** Conduct an initial inspection during the first 30 days of the contract or when being assigned new properties. The initial inspection is for the contractor to evaluate the needs of the premises and to present findings to the AHA Technical Contract Representative.

The following specific points shall be addressed;

- a. Identification of problem areas in and around the building;
- b. Discussions of effectiveness of previous efforts;
- c. Contractor access and coordination to all necessary areas;
- d. Establish locations for routine monitoring in common areas; and
- e. Information for the contractor of any restrictions or special safety precautions.

**2. Routine Inspection:** Conduct regularly scheduled inspection services for pests, set out or collect monitoring traps, and treat units for pests as needed. Inspections shall be monthly.

**3. Emergency Inspection:** Contractor shall conduct emergency inspections and necessary treatment in response to requests by AHA for corrective action. Emergency Inspections, when requested, are to be performed within eight (8) hours during normal working hours.

**4. Call-Back Service:** Contractor shall conduct follow-up inspection in response to resident or staff complaints. Routine call-back service shall be conducted within one (1) workday after receipt of notification by AHA. Call-back service required by AHA due to contractor negligence will be at no charge.

**5. Special Service:** Contractor shall conduct inspection and pest control as agreed to by the Contractor and AHA for pests such as wood-boring insects, birds, and snakes not covered by routine inspections as noted in paragraph Section III

### **Section III.3 Integrated Pest Management Plan**

Contractor shall submit with its proposal the Integrated Pest Management (IPM) Plan. The IPM Plan must be approved by AHA prior to implementation and incorporation into the final contract. The Contractor shall have five (5) days after contract award to correct any deficiencies in the IPM Plan noted by AHA. The Contractor shall be responsible for carrying out work according to the approved IPM Plan. At a minimum, the IPM Plan shall consist of the following:

**1. Materials and Equipment for Service:** The contractor shall provide current labels and Material Safety Data Sheets (MSDS) of pesticides to be used, and brand names of pesticides application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest IPM devices or equipment. All pesticides must be pre-approved by AHA prior to use.

**2. Method for Monitoring and Surveillance:** The contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessment of pest population levels throughout the term of the contract. The information must include general locations of common area monitoring traps and responsibilities for routinely checking the traps.

**3. Service Schedule for Each Building or Site:** The Contractor shall provide complete service schedules that include specific day(s) of the week of Contractor visits, and approximate duration of each visit. Contractor's proposal shall assume a monthly treatment per property. If more or less frequent visits may be needed based on inspections and trap results, Contractor shall explain the basis for adjusting the service schedule. Except as otherwise agreed, all work at properties under this contract shall be performed between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, and shall not interfere with daily AHA operations.

**4. 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.

**5. Commercial Pesticide Applicator Certificates or Licenses:** The Contractor shall identify the personnel providing pest control, including the pest management supervisor. Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract.

### **Section III.4 Minimum Standards of Performance**

The contractor's performance will be evaluated in accordance with the approved IPM Plan. If pests appear between scheduled treatment, the contractor shall be called back to treat the room(s), or building where the problem occurred.

If the contractor fails to arrive at AHA installation within one (1) workday after the request for callback service, AHA reserves the right to obtain the service elsewhere and the cost of such

service shall be paid from the contractor's fee covering the period for which the outside service was obtained. This deduction will be supported by a copy of the invoice covering the emergency service obtained elsewhere.

### **Section III.5 Reporting**

As part of the services provided under this contract, the collection and transmittal of data collected by the contractor during the work is crucial to the effectiveness in managing the IPM Plan. Contractor shall propose reporting and recordkeeping plans to enable AHA to monitor Contractor's work in a timely and efficient manner. As a minimum, Contractor is required to collect and submit the reports detailed below. AHA will review and approve report format prior to contract award.

Individual property Reporting (Extermination Logs will be provided to Property Manager and/or designated AHA staff on same day as Service is provided)

Upon completing of each treatment cycle at AHA property, the contractor is required to submit the extermination log with a spreadsheet summary noting troubled areas or units. This report is required to be submitted within one week after the treatment cycle. The required means of this report submittal is electronic.

The treatment summary reports shall include, but not be limited to the following:

1. Brief narrative discussing the findings as they relate to an increase or new infestations by unit or apartment number, including recommendations for treatment or preventative measures.
2. Discuss any findings of deficiencies due to lack of access, inadequate/improper treatment, or recommendations of change to a more effective chemical.

### **Section IV. BILLING SPECIFICATIONS**

1. The contractor shall provide monthly invoices in electronic format; both in PDF and/or Excel. Invoices shall be in accordance to the requirements listed in this RFP. Electronic format shall be emailed to:

judymaisonet@auroraha.org

2. AHA will pay each invoice within thirty (30) days after approval of a proper invoice by AHA Management or other designee and showing that there is not disagreement over quantity, quality or contractor compliance with any contract requirements.

### **Proposal Requirements & General Instructions**

1. Proposals should include a description of the proposed scope, the firm's approach, and the proposed schedule for each phase of the work.
2. Proposals should include the individual's/firm's qualifications, credentials, and experience, and include resumes of the individuals/firm members who will perform the services and their current workload.
3. Proposals should include at least three (3) references for agencies the individual/firm has completed similar services, including housing authorities, and state and local agencies with names and telephone numbers of the referenced persons.
4. Proposals should detail the level of assistance the individual/firm will require of Authority staff.
5. The Respondent shall submit an original and two (2) copies of its proposal by 4:00pm, CST, September 3, 2019 to:

Aurora Housing Authority  
Attention: Ralph Jordan, EXECUTIVE DIRECTOR  
1449 Jericho Circle  
Aurora, IL 60506

On the envelope, it shall be clearly marked, ***“Pest Control Services RFP”***

6. Proposals received after 4:00pm CST on September 3, 2019 will be rejected and returned without review.
7. No oral interpretations will be made. All requests must be submitted in writing via email – [rjordan@auroraha.org](mailto:rjordan@auroraha.org), prior to 4:00pm CST, August 19, 2019.
8. The Authority may request an interview with Respondents prior to selection and contract award. All travel and related costs for participating in the interview will be borne by the Respondent.
9. Respondent’s submission in response to this RFP shall constitute acceptance by the respondent of the terms and conditions of the RFP.
10. Respondents are required to examine the RFP, specifications, and instructions pertaining to the services requested. Failure to do so will be at the Respondent’s own risk. It is assumed that the Respondent has made full investigation so as to be fully informed of the extent and character of the services requested and of the requirements of the specifications. No warranty is made or implied as to the information contained in the RFP, specifications, or instructions.
11. All expenses incurred in the preparation and submission in response to the RFP shall be borne by the Respondent.
12. The Respondent agrees to comply with all applicable laws and regulations.
13. The Respondent’s failure to provide accurate information in response to this RFP shall disqualify the Respondent from further participation in the selection process. A submission may be corrected, modified, or withdrawn, provided that the correction, modification or request for withdrawal is made by the Respondent in writing and is received by the Authority prior to the date and time designated in the RFP for receipt of submissions. After such date and time, the Respondent may not change any provision of its submission in a manner prejudicial to the interests of the Authority or fair competition.
14. The respondent is required to submit the following documents within their proposals or they will be disqualified: Non-Collusive Affidavit, form HUD 5369-B and HUD 5370-C.
15. The successful firm must execute a contract with the Authority in a form acceptable to HUD. The contract may be cancelled at any time by either party with a 30-day written notice.

## **Section V. Selection Criteria**

Individuals/Firms submitting proposals should have experienced with public housing authorities, mixed-finance projects, and other rental housing programs; they should be familiar with the respective regulations of the US Department of Housing and Urban Development (HUD).

	<u>Maximum Number of Points</u>	<u>RATING</u>
Integrated Pest Management Plan	30	_____
Past performance and previous experience providing similar services to a similar agency	20	_____
Capacity and Resources needed to meet requirements of RFP	15	_____
Ability to Respond to Emergencies	10	_____
Cost	10	_____
References	10	_____
Sample Report(s)	5	_____
<hr/>		
Total	100	

In the event an agreement cannot be reached with the highest-ranking firm/individual, the AHA reserves the right to select an alternate firm. The AHA further reserves the right reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by AHA to be in its best interests.

Should two (2) or more firms receive substantially equal evaluations, the AHA is required to provide small or minority firms with the opportunity to perform or otherwise participate.





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

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**SPECIAL ATTENTION OF:**

Regional Directors; State and Area  
Coordinators; Public Housing Hub  
Directors; Program Center Coordinators;  
Troubled Agency Recovery Center Directors;  
Special Applications Center Director;  
Administrators; Offices of Native American  
Programs; Public Housing Agencies; Public  
Housing; Housing Choice Voucher/Section 8;  
Tribally Designated Housing Entities;  
Indian Tribes; Resident Management  
Corporations

NOTICE: PIH-2011-22

Issued: April 26, 2011

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Cross Reference:

24 CFR 903.7(e) (2)

24 CFR 990.165

7 U.S.C. 136r-1 Integrated Pest  
Management

**This Notice Supersedes**

PIH Notice 2009-15, PIH Notice  
2008-24, PIH Notice 2007-12

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**Subject:** Promotion of Integrated Pest Management (IPM) as an environmentally-sound, economical and effective means to address a major resident concern.

1. **Purpose.** The purpose of this Notice is to promote and encourage the use of IPM by Public Housing Authorities (PHAs), Indian tribes, Tribal Designated Housing Entities (TDHEs), and owner/agents providing assistance through the HCV program. This notice provides guidance to Public Housing Authorities (PHAs) on the benefits of IPM, additional technical assistance and training opportunities for PHAs. Pest management is integral to the provision of safe and sanitary housing. In accordance with 24 CFR 903.7 (e) (2), PHAs must include in their PHA plans a description of any measures necessary for the prevention or eradication of pest infestations. IPM is an ecological approach using an array of methods to prevent and control pests with reduced reliance on pesticides. Procedures contained within this notice remain in effect until superseded by subsequent HUD Directive or guidance.
2. **Applicability.** This notice applies to PHAs administering the public housing and project based Section 8 program, and may be of interest to Indian tribes/TDHEs as well as owners/agents providing assisted housing through the Housing Choice Voucher (HCV) Program. The decision to use IPM techniques in their ongoing pest control effort is under PHA, Indian tribes/TDHE discretion. 24 CFR 990.165(a) covers cost associated with Project Expense Level (PEL) such as maintenance expenses. IPM is a maintenance expense.
3. **Background.** The goal of IPM as defined by the Environmental Protection Agency (EPA) is to control pests by the most economical long term means, and with the least possible hazard to people, property, and the environment. To undertake IPM, project managers should be committed to ongoing or continuous monitoring and record keeping, educational outreach to residents and staff as well as implementing good communication strategies between residents and building managers. IPM methods include: restricted pest access to

food/water; vigilant sanitation and waste management; mechanical control; physical barriers; structural maintenance; and, where necessary, the judicious use of pesticides.

4. **Fundamentals of IPM.** IPM efforts must involve PHA staff, contractors, residents, and include:
  - a. Communicating the PHA’s IPM policies and procedures to be provided in the appropriate format to meet the needs of all residents including persons with limited English proficiency and in formats that may be needed for persons who are visually or hearing impaired. This applies to administrative staff, maintenance personnel, and contractors as well.
  - b. Identifying the environmental conditions that lead to pests and educating residents.
  - c. Identifying pests and immediately reporting the presence of pests.
  - d. Establishing an ongoing monitoring and record keeping system for regular sampling and assessment of pests, surveillance techniques, and remedial actions taken, include establishing the assessment criteria for program effectiveness. This is a highly effective preventative measure that can help reduce the possibility of a pest infestation outbreak.
  - e. Determining, with the involvement of residents, the pest population levels – by species – that will be tolerated, and setting thresholds at which pest populations warrant action.
  - f. Improving waste management and pest management methods.
  - g. Selecting the appropriate pesticides and insecticides to use. Some residents may suffer from Multiple Chemical Sensitivity or other Environmental Illnesses.
  - h. Ongoing efforts to monitor and maintain structures and grounds (e.g., sealing cracks, eliminating moisture intrusion/accumulation) and adding physical barriers to pest entry and movement.
  - i. Developing an outreach/educational program to ensure that leases reflect residents’ responsibilities for: (1) proper housekeeping, which includes sanitation upkeep and the reduction of clutter, trash removal and storage, (2) immediately reporting the presence of pests, leaks, and mold, (3) cooperating with PHA specific IPM requirements such as obtaining permission of PHA management before purchasing or applying any pesticides, and (4) avoiding introduction of bed bugs and other pests into buildings on used mattresses and other recycled furniture. See “Preventing and Getting Rid of Bed Bugs Safely,” New York City Department of Health and Mental Hygiene <http://www.nyc.gov/html/doh/downloads/pdf/vector/bed-bug-guide.pdf>
  - j. Check with local health department to determine if your state has laws for re-used furnishings.
  - k. The judicious use of pesticides when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment. Residents should notify PHA management before pesticides are applied.
  - l. Providing and posting “Pesticide Use Notification” signs or other warnings.
5. **Health Concerns.** Pests may adversely impact the health of residents and contribute to worsening some diseases, such as allergies and asthma. Cockroaches can cause asthma in children and can transfer disease-causing organisms to food and surfaces they contaminate. Rodents, such as mice and rats, carry disease, can trigger asthma attacks and even cause fires by gnawing through electrical wires. Although bed bugs are not known to transmit infectious diseases, their bites can lead to secondary infections. Bed bugs can cause

emotional distress and sleep deprivation for residents as well. Bed bug infestations can spread quickly and must be treated aggressively. All pest control methods are targeted to protecting the health of residents and staff. Although applying pesticides may be effective in eliminating pest populations, many of these chemicals are associated with health and/or environmental risks, and their use should be minimized if alternative methods exist. This is especially important in buildings housing vulnerable age groups such as children or the elderly and in buildings housing residents with compromised immune systems or who may suffer from Multiple Chemical Sensitivity and other environmental illnesses. Therefore, IPM offers the potential to ensure efficacy of pest elimination while protecting the health of residents, staff and the environment.

6. **Building.** Most of the effective methods of pest elimination, including ongoing repairs, erection of barriers, and monitoring, will extend the useful life of a building and as a result generate significant savings that could offset the costs of the pest control. Many of these non-application methods, including structural maintenance, and inspecting for and repairing leaking pipes and cracks in roofs, walls, and windows are effective in preventing moisture intrusion and accumulation. Additionally, IPM-conscious PHAs assess the need to install physical barriers to both pest entry and pest movement within every structure thereby reducing the spread of pest infestations.
7. **Implementation.** HUD promotes IPM as a pest control method. IPM effectively eliminates pests in safer and long term cost-effective ways than traditional pesticide treatments. IPM frequently has proven to be more effective in reducing pest populations than relying solely on broadcast pesticides. The Boston Housing Authority (BHA) experienced approximately one-third reduction in pest related work orders over multiple years in multiple sites. BHA has maintained this reduction and now uses IPM in all its BHA maintained properties. Continuation of the IPM program after initial development cost is considered preventative maintenance expense and is an eligible program activity under the Public Housing Operating Subsidy as codified at 24 CFR 990.165. Successful IPM requires resident participation through proper housekeeping, reporting of pest infestations, and trash removal. Residents can monitor pest populations and assist in identifying how to eliminate access to food and water for pests. Resident organizations must be prepared to assist residents who need help to follow the IPM policy. HUD encourages PHAs to partner with local pest management organizations.
8. **Procurement of IPM Services.** If a PHA uses an outside contractor for pest control, the PHA's pest control/IPM policies and procedures should be incorporated into the specifications or statement of work for the pest management contract. PHAs using an outside contractor are encouraged to use companies that are trained and certified to provide IPM services either through Green Shield certified (<http://www.greenshieldcertified.org/>) or Green Pro (<http://www.npmagreenpro.org/>). The PHA should also consider training for maintenance staff, residents, Resident Councils as well as PHA administrative staff who oversee housing developments or administer occupancy and rental duties such as unit housekeeping inspections.
9. **PHA Maintenance Staff.** If a PHA uses its own maintenance staff for pest management, proper training in the PHA's IPM procedures is essential. It is especially critical to be trained in the proper treatments methods PHAs can use when treating for bed bugs. The contract administrator for any pest management contract should be trained as well. Successful results rely upon proper implementation; training is therefore of critical

importance. IPM training is available at: <http://www.stoppests.org/> and <http://www.healthyhomestraining.org/ipm/training.htm>.

10. **Area of High Concern, Bed bugs.** As the number of bed bug infestations rise throughout the country, HUD is in the process of developing protocols to address this growing problem. HUD is addressing the unit inspection process as well as developing the tools necessary for PHAs to identify, treat and monitor the effectiveness of bed bug treatments in its portfolio. Identifying, reporting, treating and monitoring pest infestations are all critical components of IPM and are effective in addressing the bed bug problem.
11. **Reference Materials for Implementing IPM.** The below list of IPM practices does not constitute a HUD endorsement of any specific practice, but provides IPM ideas and practices that have been used to improve pest management while reducing unnecessary dependence on pesticides. HUD encourages PHAs, Indian tribes/TDHEs to share their policies, procedures, resident leases, and written case studies so that these may be published on the HUD website for others to read.
  - a. National Center for Healthy Housing: <http://www.healthyhomestraining.org/ipm>
  - b. Bed Bugs: “What’s Working for Bed Bug Control in Multi-family Housing”  
[http://www.healthyhomestraining.org/ipm/NCHH\\_Bed\\_Bug\\_Control\\_2-12-10.pdf](http://www.healthyhomestraining.org/ipm/NCHH_Bed_Bug_Control_2-12-10.pdf)  
<http://pestworld.org/pest-world-blog/the-bed-bug-hub-one-stop-shop-for-bed-bug-information>
  - c. National Pesticide Information Center: <http://www.npic.orst.edu/>
  - d. Integrated Pest Management (IPM), A Guide for Managers and Owners of Affordable Housing, Boston Public Health Commission:  
[http://http://asthmaregionalcouncil.org/uploads/IPM/asthma\\_ipm\\_guide.pdf](http://http://asthmaregionalcouncil.org/uploads/IPM/asthma_ipm_guide.pdf).
  - e. U.S. Environmental Protection Agency:
    - i. General IPM information <http://www.epa.gov/opp00001/contolling/index.htm>  
housing): <http://www.epa.gov/pesticides/ipm>
    - ii. EPA staff contacts: <http://www.epa.gov/pesticides/about/contacts.htm#ipm>
    - iii. List of EPA IPM publications and instructions for ordering documents:  
<http://www.epa.gov/oppfead1/Publications/catalog/subpage3.htm>
  - f. Massachusetts Department Agriculture Resources – Building Managers and Landlords:  
[http://www.mass.gov/agr/pesticides/docs/CIB\\_Building\\_Managers.pdf](http://www.mass.gov/agr/pesticides/docs/CIB_Building_Managers.pdf)
  - g. HUD funded “Healthy Public Housing Project” conducted by the Harvard School of Public Health In Boston Public Housing, <HTTP://www.hsph.harvard.edu/hphi/>
  - h. Bed Bug Fact Sheets in English and Spanish produced by Dr. Dini Miller,  
<http://www.vdacs.virginia.gov/pesticides/bedbugs-facts.shtml>
12. **PHA Case Studies On IPM Application.**
  - i. Cuyahoga Housing Authority:  
[http://www.healthyhomestraining.org/ipm/Case\\_Study\\_Cuyahoga\\_10-20-07.pdf](http://www.healthyhomestraining.org/ipm/Case_Study_Cuyahoga_10-20-07.pdf)
  - ii. Boston Housing Authority:  
[http://www.healthyhomestraining.org/ipm/casestudy\\_holgate.pdf](http://www.healthyhomestraining.org/ipm/casestudy_holgate.pdf)
  - iii. New York City Department of Health, Columbia University and the New York City Housing Authority: <http://www.beyondpesticides.org/dailynewsblog/?p=1604>
13. For further information contact Leroy Ferguson at (202) 402-2411 or email at [Leroy.Ferguson@hud.gov](mailto:Leroy.Ferguson@hud.gov) or you can contact the nearest HUD Field Office of Public Housing

within your state. Indian tribes and TDHEs should contact the nearest HUD Office of Native American Programs. Locations of these offices are available on HUD's website at <http://www.hud.gov>.

\_\_\_\_\_/s/  
Sandra B. Henriquez, Assistant Secretary for  
Public and Indian Housing

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# 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.

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Signature & Date:

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Typed or Printed Name:

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Title:

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# 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. 3/31/2020)

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 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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

#### 1. Minimum Wages

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

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.