



REQUEST FOR PROPOSALS

FY27-RFP-PestControlServices-ALL-10.01.26

PROPOSAL DEADLINE

November 2, 2026

4:00 p.m. CST

CONWAY HOUSING AUTHORITY

335 SOUTH MITCHELL STREET

CONWAY, ARKANSAS 72034

swade@conwayha.org and jotto@conwayha.org

Conway Housing Authority
Pest Control / Extermination Services
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INSTRUCTIONS TO OFFERORS

General

The Conway Housing Authority (CHA) is seeking proposals from qualified, licensed, insured, and experienced contractors to provide comprehensive pest control and extermination services, including bed bug inspection and treatment, across all CHA properties and facilities. The scope of service includes CHA residential properties, administrative offices, community buildings, maintenance facilities, common areas, and other CHA-owned or managed locations.

The contractor shall provide all necessary supplies and services to complete all required tasks under this solicitation, including labor, supervision, materials, chemicals, equipment, transportation, insurance, licensing, documentation, and project administration.

Receipt of Proposals

The Conway Housing Authority invites proposals on the forms included in this Request for Proposals. All required information must be completed in sufficient detail. **Proposals may be submitted in person, by overnight mail, or by email to swade@conwayha.org with a copy to: jotto@conwayha.org. Mailed proposals must be sent to the CHA Central Office at 335 S. Mitchell St., Conway, AR 72034. Sealed proposals are not required.**

If a proposal is delivered in an envelope, the outside may be marked as follows:

PEST CONTROL / EXTERMINATION SERVICES

ATTENTION: Sherdana Wade, Deputy Executive Director

501-327-0156, ext. 118

Pre-proposal Meeting

A non-mandatory pre-proposal meeting will be held on Monday, October 26, 2026, at 10:00 a.m. in the Embry Conference Room, located across the street from the CHA main office at 1875 Lucille Street, Conway, Arkansas 72034. *Attendance is not required but is encouraged.* CHA staff will be available to provide additional information regarding the required work and answer pertinent questions. At CHA's discretion, a tour of one or more sites may be provided.

Agreement

The contract shall constitute the agreement between the parties. The Conway Housing Authority reserves the right to award the proposal determined to be in the best interest of CHA or to reject any and all proposals. The contract shall be for a period of one (1) year with the option to renew for one (1) year increments.

Name, Address, and Legal Status of the Contractor

The Proposal Form must be properly signed and include the contractor's address. The legal status of the offeror, whether corporation, partnership, or individual, shall also be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate by-laws. A limited liability company shall execute the proposal by its duly authorized managers or other officers in accordance with its articles of organization, operating agreement, and/or applicable law. Partnership contractors shall provide the full names and addresses of all partners.

If the offeror is a joint venture consisting of a combination of any of the above entities, each joint venture shall execute the Proposal Form.

Anyone signing a Proposal Form as an agent for another person or entity must submit with the proposal legal evidence of authority to do so.

Competency of Offeror

Each offeror shall provide a brief description of its business, including the number of years in operation, areas of expertise, number of employees to be assigned to the project, experience with multi-unit properties, and similar information. References for completed multi-unit projects should be submitted. CHA reserves the right to determine the competence and responsibility of an offeror based on its qualifications and other available sources.

Addenda and Explanations

Explanations desired by prospective offerors shall be requested of CHA in writing to Natalie Hawks and Dr. Otto at nhawks@conwayha.org and jotto@conwayha.org no later than September 21, 2026. If explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each offeror (send an email to Natalie Hawks at nhawks@conwayha.org to be added to the offeror list). Any verbal statements by any person prior to the award shall be non-authoritative and non-binding.

Addenda issued to offerors before the proposal deadline shall become part of the contract documents, and all proposals shall include the work described in the addenda.

Scope of Work

The Conway Housing Authority requires comprehensive pest control and extermination services for all CHA properties. As listed in Attachment A, CHA properties include 153 public housing units, one 50-unit tax credit property, and one 51-unit senior property, along with two administrative buildings and one resident services building. Services shall include routine preventive pest management, inspection, treatment, extermination, monitoring, documentation, and follow-up services as necessary.

The selected contractor shall provide effective prevention and control for pests including:

- Cockroaches
- Ants
- Spiders
- Centipedes
- Millipedes
- Crickets
- Bed bugs
- Fleas
- Wasps and other stinging insects
- Rats
- Mice
- Other common household or structural pests

All services shall be performed in accordance with applicable federal, state, and local laws and regulations, manufacturer instructions, accepted industry standards, and safe pest-control practices.

Conditions

Each offeror shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the contract. Offerors shall thoroughly examine and become familiar with the specifications. It is expected that offerors will obtain information concerning conditions at locations that may affect their work.

The failure or omission of any offeror to receive any form, instrument, addendum, or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its proposal or the contract.

The offeror shall make its own determination as to conditions, assume all risks and responsibility, and complete the work under the conditions it may encounter or create, without extra cost to CHA.

The offeror's attention is directed to the fact that all applicable state and federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work shall apply to the contract throughout its term, as those laws, ordinances, rules, and regulations may exist at the effective date of the contract and as they may be amended. Such requirements are deemed included in the contract as though written in full.

DETAILED SPECIFICATIONS

For the purpose of determining proposal amounts, work under the awarded contract shall be conducted in accordance with the attached Rate Schedule and the following specifications.

Payment

Payment: Payments under this agreement shall be disbursed on or around the 15th or 30th of each month. To ensure timely processing, the contractor shall submit all invoices for completed work no later than five (5) business days prior to each scheduled payment date. Invoices submitted after this deadline may be processed in the subsequent payment cycle.

Scope of Work

Work under the awarded contract shall include all supervision, materials, chemicals, equipment, labor, transportation, and other items necessary to complete the pest-control services described in the solicitation documents.

Routine Pest Control Services

The contractor should provide regularly scheduled preventive pest-control services at CHA properties. Services shall include inspection, appropriate treatment, monitoring, identification of contributing conditions, recommendations to CHA, follow-up treatment when necessary, and complete service records.

Integrated Pest Management

The contractor should use Integrated Pest Management practices where appropriate, including inspection, monitoring, baiting, trapping, crack-and-crevice treatment, exclusion recommendations, sanitation and moisture recommendations, targeted pesticide applications, and follow-up monitoring.

Bed Bug Treatment

Bed bug services shall be provided on an as-needed basis and shall include inspection and confirmation of infestation, preparation instructions, treatment using appropriate industry-approved methods, follow-up inspection, retreatment when required, and written documentation. Separate pricing shall be provided for bed bug inspection and treatment by unit bedroom size.

Rodent Control

Rodent services shall include inspection for rats and mice, placement and monitoring of traps or bait stations where appropriate, identification of entry points, exclusion recommendations, and follow-up inspection and treatment.

Work Schedule

Services shall be performed during normal CHA business hours, 8:00 a.m. to 5:00 p.m., Monday through Thursday, unless otherwise authorized by CHA. The contractor shall coordinate scheduled service dates with CHA and shall report promptly for all scheduled appointments. Emergency or special service requests shall be performed within the response time proposed by the contractor and accepted by CHA.

Resident Peaceful Enjoyment

CHA residential properties may remain occupied during pest-control activities. The contractor shall take appropriate measures to minimize inconvenience and protect residents, visitors, employees, personal property, and CHA property.

Resident Notification and Unit Access

CHA will coordinate required resident notification and access to occupied units. Contractor personnel shall not enter an occupied unit except in accordance with CHA authorization and procedures.

Service Documentation

Following each service, the contractor shall provide documentation identifying the date, property, unit or area treated, pest condition observed, treatment performed, products used, technician, areas not accessed, recommended corrective action, and any required follow-up.

Contract Cancellation

CHA reserves the right to terminate the contract in accordance with the final contract and applicable HUD requirements. Grounds for termination may include unsatisfactory performance, failure to provide scheduled services, failure to maintain licenses or insurance, violation of applicable requirements, or other material breach. The final agreement may also provide for termination for convenience.

Standards of Conduct

The contractor shall maintain satisfactory standards of employee competence, conduct, courtesy, appearance, honesty, and integrity. Contractor personnel shall wear company identification while working on CHA property and comply with CHA safety, security, confidentiality, and smoke-free policies.

Removal of Employees

CHA may request removal of any contractor employee from assignment to CHA for reasons including:

- Neglect of duty or unsatisfactory performance
- Disorderly conduct, abusive or offensive language, intimidation, or fighting
- Theft, vandalism, or other criminal conduct
- Use, possession, sale, or being under the influence of alcohol or illegal substances while on assignment
- Conduct that creates a safety, security, or resident-service concern

Supervision

The contractor shall provide adequate and competent supervision during performance of the contract. A qualified representative shall be designated and shall be readily available to communicate with CHA.

Compliance with Laws

The contractor shall conduct all operations in compliance with applicable federal, state, and local laws and regulations, including requirements governing pesticide application and federally funded non-construction contracts where applicable.

Licenses and Taxes

The contractor shall obtain and maintain all licenses, certifications, registrations, and permits required by the State of Arkansas and other authorities having jurisdiction and shall be responsible for applicable taxes, fees, and costs.

Indemnity

To the extent permitted by applicable law, the contractor shall indemnify and hold harmless CHA, its Commissioners, officers, employees, and agents from claims, damages, losses, liabilities, costs, and expenses arising from negligent or wrongful acts or omissions of the contractor, its employees, agents, or subcontractors in performance of the contract.

Insurance

The contractor shall maintain workers' compensation, employer's liability, commercial general liability, automobile liability where applicable, and other insurance reasonably required by CHA. Certificates of insurance shall be provided before work begins, and CHA may require that it be named as an additional insured where appropriate.

Transferability of Contract

No assignment or transfer of the contract, in whole or in part, shall be made without the prior written consent of CHA. The contractor shall remain responsible for approved subcontractors.

SMOKE FREE

CHA properties are smoke free in areas designated by CHA. Contractors and their employees shall comply with all CHA smoking restrictions while on CHA property.

Federal Contract Requirements

Where applicable, the contract shall incorporate HUD Form 5370-C, General Conditions for Non-Construction Contracts, and other required federal clauses, certifications, and representations. The contractor and its subcontractors must not be suspended, debarred, or otherwise ineligible for federally funded contracts.

PROPOSAL FORM

COMPANY NAME: _____

OFFEROR'S NAME: _____

COMPANY ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

PROJECT: PEST CONTROL / EXTERMINATION SERVICES

PROPOSAL DEADLINE: November 2, 2026, 4:00 p.m. CST

ADDRESSED TO: CONWAY HOUSING AUTHORITY

ATTN: Executive Director

335 South Mitchell Street

Conway, Arkansas 72034

INVITATION OF PROPOSALS

The undersigned, having carefully examined and thoroughly reviewed the specifications for the above-named project and having become familiar with conditions affecting the work, hereby proposes to provide all materials, labor, supervision, equipment, services, transportation, chemicals, and other items required for the prices stated below.

Routine Pest Control

Service	Proposed Price
Initial Comprehensive Treatment – All CHA Properties	\$ _____
Routine Scheduled Treatment – Monthly	\$ _____
Routine Scheduled Treatment – Quarterly	\$ _____
Individual Unit Treatment – Standard Pest Control	\$ _____
Additional Follow-up Treatment	\$ _____
Emergency/Unscheduled Service Call	\$ _____

Bed Bug Treatment

Service	Proposed Price
Bed Bug Inspection – Per Unit	\$ _____
1 Bedroom	\$ _____
2 Bedroom	\$ _____
3 Bedroom	\$ _____
4 Bedroom	\$ _____
Follow-up / Retreatment	\$ _____

Rodent / Specialty Services

Service	Proposed Price
Rodent Inspection/Treatment – Per Unit	\$_____
Exterior Rodent/Bait Station Service	\$_____
Additional/Specialty Pest Treatment	\$_____
Hourly Rate for Services Not Listed	\$_____

TOTAL PROPOSED ONE-YEAR CONTRACT AMOUNT: \$_____

TAXES, PERMITS, LICENSES, AND FEES

The proposal price shall include all applicable taxes, permits, licenses, fees, transportation, labor, materials, chemicals, equipment, insurance, overhead, and other costs necessary to perform the work.

PROPOSAL GUARANTY: Not Required

PERFORMANCE & PAYMENT BOND: Not Required unless specifically required by CHA.

1. In submitting this proposal, the offeror understands that CHA reserves the right to reject any and all proposals and to make an award determined to be in CHA's best interest and consistent with applicable procurement requirements.
2. By signing this proposal, the offeror certifies that neither the offeror nor any proposed subcontractor is suspended, debarred, or otherwise ineligible to be awarded a federally funded contract.
3. The offeror certifies that the information contained in this proposal is true and accurate and that the offeror will comply with applicable federal, state, local, HUD, and CHA requirements.

Print Name – Offeror	CHA Representative
Signature	Signature
Date	Date

ATTACHMENTS

Attachment A – CHA Property and Unit Schedule

Attachment B – Contractor Certifications and Required Disclosures

Attachment C – Form HUD-5370-C, General Conditions for Non-Construction Contracts

Attachment D – Form of Contract

NOTE: CHA will provide or incorporate the applicable HUD forms and federal contract provisions into the final solicitation package.

Attachment A CHA Property and Unit Schedule

The following locations in Conway, AR are included in the pest-control service scope.

Program	Property	Address	Units	Unit mix or use
Public Housing	Family Site	335 South Mitchell Street	91	One- to four-bedroom units
Public Housing	Oakwood Apartments	1701 Hairston Street	62	Efficiency and one-bedroom apartments
Tax Credit	East Oakwood Apartments	1651 Hairston Street	50	39 one-bedroom; 6 two-bedroom; 5 additional units as shown in source listing
Senior Housing	Village of Seven Mornings	1400 Harkrider Street	51	One- and two-bedroom apartments
Housing Choice Voucher	Section 8 Office	1875 Lucille Street	N/A	Administrative office
Conway Housing Authority	Administration Building	335 S. Mitchell St.	N/A	Administrative office
Resident Services Building	Resident Servies	425 South Davis St.	N/A	Administrative office

ATTACHMENT C
HUD Form HUD-5370-C
General Conditions for Non-Construction Contracts
Sections I and II

General Conditions for Non-Construction Contracts

Section I — (With or without 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 (excl. 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-5370-C 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 905.100) **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 I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by
Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

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

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- 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) 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.

ATTACHMENT D

Form of Contract

CONWAY HOUSING AUTHORITY

PEST CONTROL AND EXTERMINATION SERVICES CONTRACT

Contract Number	FY27-RFP-PestControlServices-ALL-10.01.26
Effective Date	_____
Contractor	_____
Contractor Address	_____
Contractor Contact	_____

Parties and Purpose

This Pest Control and Extermination Services Contract (Contract) is entered into by and between the Housing Authority of the City of Conway, Arkansas, doing business as Conway Housing Authority (CHA), 335 South Mitchell Street, Conway, Arkansas 72034, and the Contractor identified above. CHA is engaging Contractor to provide comprehensive pest-control and extermination services for CHA properties in accordance with this Contract and the incorporated contract documents.

Contract Documents and Order of Precedence

The following documents are incorporated into and made part of this Contract. In the event of a conflict, they control in the order listed below:

- This signed Contract and any written amendments signed by CHA and Contractor;
- CHA-issued written change orders or directives, to the extent authorized by this Contract;
- Attachment C, HUD Form HUD-5370-C, General Conditions for Non-Construction Contracts, including all applicable sections and federal clauses;
- CHA Request for Proposals FY27-RFP-PestControlServices-ALL-10.01.26, including written addenda;
- Attachment A, CHA Property and Unit Schedule;
- Attachment B, Contractor's accepted pricing and rate schedule; and
- Contractor's proposal, but only to the extent it is accepted by CHA and does not conflict with the documents above.

Terms and Conditions

1. **Term.** The initial term begins on the Effective Date and continues for one (1) year unless earlier terminated under this Contract. CHA may renew the Contract for additional one-year terms by written agreement, subject to satisfactory performance, available funding, and applicable procurement requirements. No renewal is automatic.

2. **Scope of Services.** Contractor shall furnish all labor, supervision, materials, chemicals, equipment, transportation, licenses, insurance, documentation, and administration necessary to perform routine preventive pest management, inspection, treatment, extermination, monitoring, follow-up services,

bed-bug services, rodent control, and emergency or special services. Services shall be performed at the CHA locations identified in Attachment A and in accordance with the Request for Proposals and accepted pricing schedule.

3. Performance Standards. Contractor shall use safe, lawful, industry-accepted pest-control practices and integrated pest-management methods where appropriate. Contractor shall comply with product-label instructions and all applicable federal, state, and local laws, regulations, and licensing requirements. Contractor shall provide qualified, properly trained personnel and maintain all licenses and certifications required for the services.

4. Scheduling and Response. Contractor shall coordinate routine service dates with CHA and report promptly for scheduled appointments. Services shall generally be performed during normal CHA business hours unless CHA authorizes otherwise. Contractor shall respond to emergency or special service requests within the response time stated in Contractor's accepted proposal or otherwise directed in writing by CHA.

5. Resident Safety and Access. CHA will coordinate resident notice and authorize access to occupied units. Contractor shall not enter an occupied unit without CHA authorization and shall protect residents, visitors, employees, personal property, and CHA property. Contractor personnel shall wear company identification, comply with CHA safety, security, confidentiality, and smoke-free requirements, and conduct themselves professionally.

6. Service Documentation. After each service, Contractor shall provide CHA a service record identifying the date, property, unit or area serviced, pest condition observed, treatment performed, products used, technician, areas not accessed, recommended corrective action, and required follow-up. CHA may withhold payment for incomplete or unsupported invoices or service records until corrected.

7. Compensation and Invoices. CHA shall pay Contractor only for authorized services performed and accepted by CHA at the rates in Attachment B. Contractor shall submit accurate, itemized invoices with supporting service documentation no later than five (5) business days before CHA's scheduled payment date. Payment is subject to CHA's review, acceptance of services, and availability of funds. This Contract does not guarantee a minimum volume of work or expenditures beyond services actually authorized and performed.

8. No Unauthorized Changes. Contractor shall not change prices, service frequency, scope, chemicals, or staffing in a manner that materially affects performance without CHA's prior written approval. Only CHA's Executive Director or an authorized written designee may approve a change to this Contract. A change is not effective unless documented in writing and signed by authorized representatives of both parties, except for emergency directions issued by CHA that do not change pricing or the Contract term.

9. Insurance. Before beginning work and throughout the Contract term, Contractor shall maintain workers' compensation, employer's liability, commercial general liability, automobile liability where applicable, and any other insurance required by law or reasonably required by CHA. Contractor shall provide certificates of insurance before work begins and upon renewal. CHA may require additional-insured status where appropriate. Failure to maintain required insurance is a material breach.

10. Indemnification. To the extent permitted by Arkansas law, Contractor shall indemnify and hold harmless CHA, its Commissioners, officers, employees, and agents from claims, damages, losses, liabilities, costs, and expenses arising from Contractor's negligent or wrongful acts or omissions, or those of its employees, agents, or subcontractors, in performing this Contract.

11. Independent Contractor and Subcontractors. Contractor is an independent contractor and is solely responsible for its personnel, wages, taxes, benefits, supervision, and means and methods of performance. Contractor may not assign this Contract or subcontract material portions of the work without CHA's prior written consent. Contractor remains fully responsible for approved subcontractors and shall ensure that they comply with this Contract and all applicable federal requirements.

12. Federal and HUD Requirements. This Contract is a federally assisted non-construction contract. Contractor shall comply with all applicable federal requirements, including the provisions of 2 CFR Part 200 and Appendix II to Part 200, as applicable; HUD Form HUD-5370-C; applicable civil rights, equal employment opportunity, Section 3, labor, debarment and suspension, and recordkeeping requirements. Contractor represents that it and its principals are not suspended, debarred, or otherwise excluded from participation in federally funded transactions. Where a federal requirement is applicable, Contractor shall include it in all approved subcontracts.

13. Records and Audit Access. Contractor shall maintain complete and accurate records supporting all services, costs, invoices, payroll or labor information when applicable, licenses, insurance, and required federal compliance for at least three (3) years after final payment or longer if required by law, HUD, CHA, or a pending audit, claim, or litigation. Contractor shall provide CHA, HUD, the U.S. Department of Housing and Urban Development Office of Inspector General, the Comptroller General, and other authorized governmental representatives reasonable access to those records for inspection, audit, and copying.

14. Termination for Convenience. CHA may terminate this Contract, in whole or in part, for its convenience by providing at least thirty (30) calendar days' written notice to Contractor. CHA shall pay Contractor only for authorized, satisfactory services performed through the effective date of termination, less any amounts owed to CHA.

15. Termination for Cause. CHA may terminate this Contract immediately or upon written notice if Contractor materially breaches this Contract; fails to perform scheduled services; fails to maintain required licenses or insurance; engages in unsafe, unlawful, fraudulent, or unprofessional conduct; becomes suspended or debarred; or otherwise fails to comply with applicable HUD, federal, state, local, or CHA requirements. CHA may, but is not required to, provide an opportunity to cure when appropriate. Termination for cause does not limit CHA's other remedies.

16. Removal of Personnel. CHA may require Contractor to remove any employee or subcontractor from CHA property for unsafe conduct, unsatisfactory performance, resident-service concerns, abusive or offensive conduct, suspected criminal activity, intoxication or illegal substance use, or violation of CHA policies. Contractor shall promptly comply with the request.

17. Notices. All notices under this Contract shall be in writing and delivered by hand, email with confirmation, recognized overnight delivery, or certified mail to the addresses below or to any updated address provided in writing. Notices to CHA shall be directed to the Executive Director,

Conway Housing Authority, 335 South Mitchell Street, Conway, AR 72034, with copies to jotto@conwayha.org and swade@conwayha.org. Notices to Contractor shall be sent to the contact information stated on the first page of this Contract.

18. Equal Opportunity and Nondiscrimination. Contractor shall not discriminate against any employee, applicant, resident, client, or other person on any basis prohibited by applicable federal, state, or local law. Contractor shall comply with all applicable civil-rights and equal-opportunity requirements in the performance of this Contract.

19. Governing Law and Entire Agreement. This Contract is governed by applicable federal law and the laws of the State of Arkansas. This Contract and its incorporated documents constitute the entire agreement between the parties regarding these services. Any waiver must be in writing and signed by the party granting it. If any provision is unenforceable, the remaining provisions remain in effect.

Contractor Certifications

By signing below, Contractor certifies that it has authority to enter into this Contract; has reviewed the incorporated contract documents; will comply with all applicable requirements; is properly licensed and insured; is not suspended, debarred, or otherwise excluded from federal contracting; and will perform the services in accordance with this Contract.

Signatures

CONWAY HOUSING AUTHORITY	CONTRACTOR
By: _____	By: _____
Name/Title: _____	Name/Title: _____
Date: _____	Date: _____

Attachments

- Attachment A - CHA Property and Unit Schedule
- Attachment B - Contractor Accepted Pricing and Rate Schedule
- Attachment C - HUD Form HUD-5370-C, General Conditions for Non-Construction Contracts
- Attachment D - Contractor Certifications and Required Disclosures