

Pest Control Bid Packet Checklist

- 1. Cover sheet (states the name of the bid, address of HHA, Chief Executive Officer Name, etc.)**
- 2. Invitation to Bid Sheet (ad sent to local newspaper)**
- 3. Pest Control Exhibit A (states the names of the properties to be treated)**
- 4. Technical Specifications Exhibit B (states what services are to be provided)**
- 5. Bid Proposal Form**
- 6. Non-Collusive Affidavit Form**
- 7. HUD Forms 5369-A, and 5370-C**
- 8. Section 3 Information Sheet and Income Limits**
- 9. Section 3 Certification Form (printed HUD certification is acceptable)**
- 10. Section 3 Questionnaire**
- 11. Monthly Schedule**

S P E C I F I C A T I O N S

PEST CONTROL SERVICES

**HOUSING AUTHORITY OF THE CITY OF HARLINGEN
219 E. AVENUE
HARLINGEN, TX 78550
(956) 423-2521**

HILDA BENAVIDES, CHIEF EXECUTIVE OFFICER

Must Include:

- Proof of General Liability in the minimum amount of \$1,000,000.00
- Proof of Automobile Liability in the minimum amount of \$1,000,000.00
 - Proof of Workmen's Compensation as prescribed by law

Note: All Housing Authority Properties enforce the Smoke Free Policy



**INVITATION TO BID
for
Pest Control Services
for
The Housing Authority of the City of Harlingen**

The Housing Authority of the City of Harlingen is accepting bids for Pest Control Services. Bid specifications may be picked up at 219 E. Jackson Avenue, Harlingen, TX 78550 beginning on Monday, June 16, 2025. The deadline to submit bids is Monday, June 30, 2025, at 2:00 p.m. at 219 E. Jackson Avenue, Harlingen, TX 78550 and will be publicly opened and read.

**Bids shall be sealed and properly identified:
Pest Control Services Bid**

All bids shall be submitted to:
Hilda Benavides, Chief Executive Officer
Housing Authority of the City of Harlingen
219 E. Jackson Avenue
Harlingen, TX 78550

No verbal, faxed, or emailed bids will be accepted. Late bids will not be considered. The Pest Control bid will be awarded by our Board of Commissioners at our next regular Board Meeting.

The Housing Authority of the City of Harlingen reserves the right to accept or reject any or all bids to waive any formalities, and to accept the use of bids most advantageous to the Housing Authority.

**The Housing Authority of the City of Harlingen is an Equal Opportunity Employer
Section 3 companies welcomed**



Harlingen Housing Authority
Pest Control Services –Protected Properties
Exhibit “A”

1. AMP 10

- Los Vecinos Development, 702 S. “M”, 150 units including office areas, maintenance shops and community halls. Fly Control servicing at trash bins to be done weekly including the replacement of Fly Control glue traps at site offices, community rooms and learning center.

2. AMP 20

- Bonita Park Development, 601 S. Rangerville Road, 120 units including office areas, maintenance shops and community halls. Fly Control servicing at trash bins to be done weekly including the replacement of Fly Control glue traps at site offices, community rooms and learning center
- 505 Arroyo Vista Court, 4 units (Fly Control servicing at 2 trash bins to be done weekly)
- 1810 and 1814 Aragon Street, 4 units
- Sunset Terrace Development, 1401 N. Sunset Drive, 20 units including office areas, maintenance shops and community halls. Fly Control servicing at trash bins to be done weekly including the replacement of Fly Control glue traps at site office and learning center.

3. AMP 30

- Le Moyne Gardens Development, 3221 N. 25th Street, 200 units including office areas, maintenance shops and community buildings. Fly Control servicing at trash bins to be done weekly including the replacement of Fly Control glue traps at site offices, community rooms and learning center.

4. Family Living Center located at Le Moyne Gardens, 8 units and Boys and Girls Club.

5. Harlingen Affordable Housing Corp.

- 802 & 806 Sonesta Drive, 2 units
- 1025 East Washington, 4 units
- 22944 Monte Cristo, 2 units

6. 209 1/2 E. Jackson; Rental property and warehouse (rear of building) and 219 E. Jackson (Main offices)

Exhibit B
TECHNICAL SPECIFICATIONS

Pest Control Services are to be provided in accordance with the following specifications:

1. Pest Control Services are to be provided to all PHA units including office areas, maintenance shops and community halls and to the PHA main office and warehouse.
2. All interiors and exteriors of the units must be treated.
3. All units must be treated, unless the PHA provides written exception for units not to be serviced. A PHA representative will always be present at the project site, main office and warehouse during the time service is being provided.
4. Services are to be provided for the control of pests (rats, mice, roaches, ants, fly control, spiders, scorpions, etc.), Treatment of infestation and prevention of re-infestation.
5. Chemicals used must conform to all Federal, State and local ordinances. Must include insect growth regulator.
6. Servicing of each development shall be on a monthly basis. Fly control servicing will be on a weekly basis. If additional treatment visits are deemed necessary, no additional cost will be incurred. The scheduling of service will be coordinated with the Project Manager of each development and with the Maintenance/ Accounting Clerk for the Administration Building, warehouse, and rental unit on 219 1/2 E. Jackson.
7. Bidder must provide a written guarantee of performance and quality of chemicals used.
8. Additional visits and treatments shall be made as they are deemed necessary and at no additional cost.
9. Contract Bid will run for one year, with the option to renew for another year.
10. Bidder must apply chemicals in accordance with manufacturer's instructions and with E.P.A. and other posting requirements of pesticides as required.
11. Insurance: Vendor must provide proof of the following \$1,000,000.00 Liability Insurance Coverages:
 - A.) Workmen's Compensation as prescribed by law if applicable.
 - B.) General Liability in the minimum amount of \$1,000,000.00.
 - C.) Automobile Liability in the minimum amount of \$1,000,000.00.
12. The Housing Authority of the City of Harlingen has the right to defer and/or cancel payment if pest control services are not met satisfactorily according to specifications.
13. The Housing Authority retains the right to extend the contract for one year, at the same price.

B I D P R O P O S A L F O R M

BID SUBMITTED BY:

(Company Name)

Pest Control:

TO: Hilda Benavides, Chief Executive Officer
Housing Authority of the City of Harlingen
219 E. Jackson Avenue
Harlingen, Texas 78550

1. The undersigned, having familiarized (himself/herself/themselves) with the local conditions affecting the cost of the work, and with the specifications (including Invitation to Bid, Instructions to Bidders, this Bid Form, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, and the form of Performance and Payment Bond or Bonds, the General conditions, the Special conditions and the Drawings If applicable) and the addendum, if any thereto, as prepared by the Housing Authority of the City of Harlingen, hereby propose to furnish materials, equipment and services as required to complete all work as called for on Specifications:

TOTAL BASE PRICE: For as specified herein, the lump sum of:

(\$ _____)

Itemized bid amounts for the following Properties below:

1. Amp 10 Los Vecinos Development, 702 South "M", 150 units including office areas, maintenance shops and community buildings. (\$ _____)
2. AMP 20 Bonita Park Development, 601 S. Rangerville Road, 120 units including office areas, maintenance shops and community buildings. Sunset Terrace Development 1401 Sunset Drive, 20 units including office areas, maintenance shops and community buildings. 505 Arroyo Vista Court, 4 Units. 1810 and 1814 Aragon Street, 4 units.

(\$ _____)
3. AMP 30 Le Moyne Gardens Development, 3221 N. 25th Street, 200 units including office areas, maintenance shops and community buildings.

(\$ _____)

4. Family Living Center, 3221 N. 25th Street – 8 units and the Boys and Girls Club.
(\$ _____)

5. Harlingen Affordable Housing Corp.- 1025 E. Washington, 4 units; 22944 Monte
Cristo Court, 2 units; 802 & 806 Sonesta Drive, 2 units.
(\$ _____)

6. COCC- 219 E. Jackson Street – Admin building; 209 ½ E. Jackson Avenue –
building and shop. (\$ _____)

2. In submitting this bid, it is understood that the right is reserved by the Housing Authority
of the City of Harlingen to reject any and all bids and to waive any formalities.

3. Attached hereto is an affidavit in proof that the undersigned has not entered into any
collusion with any person in respect to this proposal or any other proposal or the
submitting of proposals for the contract for which this proposal is submitted.

Note: The penalty for making false statements in offers can be found in Title 18 of the U.S.
Code Section 1001 - False Statements or Entries Generally.

Respectfully Submitted By:

(Company Name)

(Signature)

(Title)

(Date)

Official Address: (include phone number)

Mailing Address: (if different from official)

SEAL – If bidder is a Corporation

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

Prime Bidder

STATE OF _____

COUNTY OF _____

_____, being first duly
Sworn, deposes and says:

That he/she is _____
(a partner or officer of the firm, corp., of, etc.)

Making the foregoing proposal or bid and attests to the following:

- (1) That affiant employed no person, corporation, firm association, or other organization, either directly or indirectly, to secure the public contract under which he/she received payment, other than persons regularly employed by the affiant who services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
- (2) That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.
- (3) That such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Harlingen Housing Authority.

(Local Body)

or any other person interested in the proposal contract; and that all statements in said proposal or bid are true.

(Signature)*

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission expires _____, _____.

Bidder if bidder is an individual; all partners if the bidder is a partnership; Officer if the bidder is a corporation.

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

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

- (a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.
- (b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
- (d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
 - (1) Obtain identical certifications from the proposed subcontractors;
 - (2) Retain the certifications in its files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

- (a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:
- (b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

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

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

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

1. Minimum Wages

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

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

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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.

Section 3 Certification forms

Please register your company on the HUD website:

HUD.gov

Search -Section 3

Section 3 Certification

Your company is eligible for Section 3 Certification if *any* one of the following apply:

1. 51% or more of your Company is owned by Section 3 qualified persons. (See qualification guidelines below.)
2. 30% or more of your permanent, full-time employees are Section 3 qualified persons.
3. You can provide evidence of a commitment to subcontract in excess of 25% of the amount of all subcontractors to other Section 3 certified companies.

A Section 3 qualified person must:

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

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

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

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

- ☐ I would like to self-certify my company as being Section 3 qualified, in accordance to the category indicated above.
- ☐ My company is not Section 3 qualified.

Signature

Title

Date

Company Name: _____

Address: _____

Your Name: _____

Telephone Number: _____



FY 2025 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2025 Income Limits Summary

FY 2025 Income Limit Area	Median Family Income Click for More Detail	FY 2025 Income Limit Category Click for More Detail	Persons in Family							
			1	2	3	4	5	6	7	
Brownsville-Harlingen, TX MSA	\$66,500	Very Low (50%) Income Limits (\$) Click for More Detail	27,800	31,800	35,750	39,700	42,900	46,100	49,250	52
		Extremely Low Income Limits (\$)* Click for More Detail	16,700	21,150	26,650	32,150	37,650	43,150	48,650	52,
		Low (80%) Income Limits (\$) Click for More Detail	44,450	50,800	57,150	63,500	68,600	73,700	78,750	83

NOTE: **Cameron County** is part of the **Brownsville-Harlingen, TX MSA**, so all information presented here applies to all of the Brownsville-Harlingen, TX MSA.

The **Brownsville-Harlingen, TX MSA** contains the following areas: Cameron County, TX;

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

For last year's Median Family Income and Income Limits, please see here:

[FY2024 Median Family Income and Income Limits for Brownsville-Harlingen, TX MSA](#)

Select a different county or county equivalent in Texas:

Burleson County
Burnet County
Caldwell County
Calhoun County
Callahan County
Cameron County

[Select county or county equivalent](#)

Select any FY2025 HUD Metropolitan FMR Area's Income Limits:

Brownsville-Harlingen, TX MSA

[Select HMFA Income Limits Area](#)

Or press below to start over and select a different state:

[Select a new state](#)

Prepared by the [Program Parameters and Research Division](#), HUD.

Harlingen Housing Authority Pest Control Services – Protected Properties
Schedule Dates

1. Los Vecinos Development, 702 South M. Street, 150 units: 2nd Tuesday of month
2. Bonita Park Development, 601 South Rangerville Road, 120 units: 2nd Wednesday of month
3. Sunset Terrace Development, 1401 North. Sunset Drive, 20 units: 2nd Monday
4. 1408 and 1410 Aragon Street, 4 units: 2nd Monday
5. 505 Arroyo Vista Court, 4 units: 2nd Monday
6. 209 1/2 E Jackson: Rental and Main Office 219 East Jackson: 2nd Monday
7. Le Moyne Gardens Development, 3221 N. 25th Street, 200 units: 3rd Wednesday and Thursday
8. Family Living Center @ Le Moyne Gardens, 8 units: 3rd Wednesday and Thursday
9. 802 & 806 Sonesta Drive, 1 duplex: 2 units: 3rd Wednesday and Thursday
10. 1025 East Washington, 4 units: 3rd Wednesday and Thursday
11. 22944 Monte Cristo Court, 2 units: 3rd Wednesday and Thursday