

RFP

For

Lawn Care and Snow Removal

At

Muncie Housing Authority

Project # OP-MHA-22-2-NC

Customer Service, **C**ommunication, **C**ollaboration, **C**onscientious



The mission of the Muncie Housing Authority is to provide quality choices of affordable housing and to foster self-sufficiency and homeownership

partnership | strategy | management | vision

409 E. First St. Muncie, Indiana 47302 Phone 765-288-9242 www.muncieha.com
Curtisa Goodwin
Chief Executive Officer

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LAWN CARE AND SNOW REMOVAL
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SECTION ONE

CONTRACT
DOCUMENTS

MUNCIE HOUSING AUTHORITY

NOTICE TO BIDDERS

PROPOSAL NO. OP-MHA-25-2-NC

Lawn Care and Snow Removal

This is an official notice that request for proposals will be received by the Muncie Housing Authority up to the hour of 3:00 p.m. on Monday, March 17, 2025.

The Request for Proposal will be available Monday, February 24, 2025 at www.muncieha.com. or by contacting Mindy Kirby at (765) 741-7315.

All questions should be emailed to Mindy Kirby at mkirby@muncieha.com by Wednesday, March 12, 2025 at 12:00 p.m.

The responder must place on the outside of the envelope the following when submitting their proposal: Company Name, Company Address, and Proposal Name.

Deliver three (3) complete set of the required submittal forms in a sealed envelope or box clearly marked with RFP Name and the words "RFP Request" to the following address.

Muncie Housing Authority
Mindy Kirby
Finance Assistant
409 E. First Street
Muncie, Indiana 47302

MHA reserves the right to reject any and all proposals.

MUNCIE HOUSING AUTHORITY
IS A FAIR HOUSING/EQUAL OPPORTUNITY AGENCY

THE HOUSING AUTHORITY OF THE CITY OF MUNCIE

CONTRACT WITH INDEPENDENT CONTRACTOR

This Contract is made this ___ day of __, 2025, in accordance with Agency and U.S. Housing and Urban Development (HUD) procurement procedures by and between the Muncie Housing Authority, (hereinafter called Owner) and ___ (hereinafter called Contractor). All references to the Muncie Housing Authority (MHA) in the project manual shall mean the Owner as defined in this Contract.

Article 1. Performance. The contractor shall perform all required completion work herein designated as **Lawn Care and Snow Removal OP-MHA-25-2-NC**. Said property being under the exclusive ownership of the Owner. All work is to be performed according to the Scope of Services and contract documents referred to herein, said documents are specifically incorporated by reference as a part of this agreement.

Article 2. Compensation. In consideration for full and satisfactory performance of all work requirements contained in Article 1, the Owner agrees to compensate the Contractor in the amount of (See summary of work for individual prices) ___ (\$___) for all services specified in the Scope of Services.

Article 3. Contractor Covenants. Contractor agrees to the following:

- A. To furnish all materials and perform all work on the Properties in accordance with the Scope of Services and any other contract documents.
- B. To commence work on the date specified in the Notice to Proceed, said notice being herein specifically incorporated by reference and to complete all work within **May 1, 2025 to April 30, 2026** with option to renew for 2 years from the date specified in the Notice to Proceed, unless that the day and/or time shall be extended as provided below for or by agreement endorsed on this contract and signed by the parties; and then in such case, on or before the extended day and/or time.
- C. To give all requisite notices to the proper authorities, obtain all official inspections, permits, certificates, and licenses made necessary by the work in Contractor's charge, and to pay all proper and legal fees.
- D. To maintain insurance as will protect Contractor from all claims arising under workman's compensation acts and from any other claims for damages from personal injury, including death, which may arise from operations under this contract, whether such operations be by the Contractor or by any sub-contractor or anyone directly or indirectly employed by or acting as agent for either of them. Certificates of insurance shall be filed with Owner, if it so requires, and shall be subject to its approval for adequacy of protection.

- E. To indemnify and save harmless Owner, the Consolidated City of Muncie, Delaware County and their respective officers, employees, agents against all loss, costs, or damages on account of injuries to person or property occurring in the performance of the contract. Indemnifiable damages include, but are not limited to judgements, liens, attorney's fees, court costs, inspection fees. Additionally, Contractor shall have a duty to defend Owner against any and all claims arising out of Contractor's acts or omissions under this contract. The duty to defend shall immediately accrue upon written tender of the defense to contractor. Contractor shall either bear the defense costs or shall ensure that its insurance carrier will agree to defend on Contractor's behalf. Failure to immediately accept the tender of defense shall be deemed a material breach of this agreement, and Owner shall have the right, in its sole discretion, to defend any actions itself and charge Contractor with all costs associated with said defense and/or to terminate the contract.
- F. That Owner may make alterations, deviations, additions or omissions from the Project Manual, by written change order, without affection or making the contract void. If this event occurs, the parties shall agree on the value of any such changes and any additional time required to complete the work, and add to or deduct from the above agreed compensation any excess of deficiency occasioned by the above referenced changes.
- G. If the Contractor is adjudged a bankrupt, or if it should make any general assignment for the benefit of creditors, or if a receiver should be appointed on account of Contract's insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases where any extension of time is allowed in writing, to supply enough properly skilled workers or proper materials, or if Contractor should fail to make prompt payment to any sub-contractor or for material or labor, or persistently disregard laws, ordinances or instructions of the Owner, or otherwise be guilty of a substantial violation of any contract terms, Owner may, without prejudice to any other right or remedy and after giving Contractor **Thirty (30)** days written notice, terminate the contract and take possession of the premises and of all materials, tools and appliances on the premises.
- H. Contractor certifies and warrants to Owner that neither it, its sub-contractors, agents and employees of either who will participate, in any way, in the performance of any services required under this contract has or will have any conflict of interest, direct or indirect, with the Owner, Consolidated City of Muncie or Delaware County. Contractor shall immediately advise Owner if any conflict arises during the term of this agreement. If a conflict, parties will immediately take all steps necessary to resolve said conflict. If an agreed resolution cannot be reached, Owner reserves the sole right to unilaterally resolve the conflict after consultation with Owner's legal representative. Owner may then send written notice to Contractor demanding certain actions within certain time to resolve the conflict. Contractor's failure to comply with any Owner directives, on this issue, will be deemed a material breach of this contract.

Contractor waives all claims against Owner which Contractor may now or may subsequently acquire for employer's liability compensation for personal injury, unemployment compensation or otherwise, under the laws of the United States of America or the State of Indiana.

- I. Contractor shall control the conduct and means of performing the work required under this Contract. Contractor will adhere to professional standards and will perform all services required under this Contract in a manner consistent with professional services of the type being contracted for in this Agreement. All work shall be done in a good and workmanlike manner.
- J. Contractor shall pay all of his employees the minimum wage rate determined by U.S. Department of Housing and Urban Development (HUD) which is:

Maintenance Wage Rate Determination

- K. Contractor will not discriminate against any employee or applicant for employment because of race or color, religion, sex, national origin, age, or disability. Also, Contractor will take affirmative action steps necessary to provide equal and fair treatment of all applicants and employees in regard to hiring, upgrading, demotion, transfer, or termination.

Article 4. Owner Covenants. Owner agrees to the following:

- A. To pay Contractor for the performance for the contract, subject to additions and deductions provided in the contract as provided in Article 2 above. Payment shall become due and payable in full within 30 days of completion of all contract terms, inspections and approval by Owner. Contractor will be notified in writing once the work is inspected and approved. Payment shall be tendered within thirty (30) days of the notice of inspection and approval.
- B. To effect and maintain fire insurance on the entire structure upon which work is to be done and on all material in or adjacent to and intended for insurable value. The loss, if any, is to be made adjustable with and payable to Owner as trustee for whom it may concern. Contractor shall, however, be responsible for insuring its own equipment.
- C. Owner shall review all work on a regular basis and shall notify Contractor of any discrepancies or deficiencies contained in the work of Contractor. Contractor shall have the right to correct any errors for which it may be responsible in full satisfaction of all Owner's claims. Any errors not corrected shall be grounds for termination of this contract and full restitution to the Owner.

Article 5. Mutual Covenants. The parties further agree as follows:

- A. Upon completion of the work, Owner reserves the right to inspect the premises to

determine and ensure compliance prior to payment hereunder. Said right includes the right of Owner to ensure that all suppliers and sub-contractors have been fully compensated and that no liens would be filed. Owner may, at its discretion; tender payment directly to any supplier or sub-contractor to which Contractor has failed to compensate. Any funds paid under this provision may be deducted from the contractual payment amounts payable or billed to Contractor directly, based on Owner's sole discretion.

- B. Payment shall not be tendered until Contractor, if required, shall deliver to Owner a certification that no liens exist, complete release of all liens arising out of this contract, or receipts in full in lieu of a release and, if required in either case, and affidavit that so far Contractor has knowledge or information that the certificates, releases and receipts include all labor and material for which a lien could be filed. Contractor may, if any sub-contractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to Owner, to indemnify against any actual or potential lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund the Owner all monies that the latter may be compelled to pay in discharging such lien, including costs and reasonable attorney's fees. Owner may withhold a portion of the contract payment equal to any amounts paid under this provision from the contractual funds payable herein.
- C. The funds used to finance this project may come from various governmental sources. Notwithstanding any other terms of this contract, if the allocated funds designated to pay for the services under this contract, are at any time delayed, stopped or reduced, due to no action or omission of Owner, the contract may immediately be terminated by Owner without further recourse. Contractor will be entitled to compensation for all work performed prior to termination.
- D. Owner may terminate this agreement for cause or convenience. Cause will be deemed to be any breach of this contract by the Contractor. When the contract is terminated for convenience (i.e. for any business reason), the Owner shall provide the Contractor with a written notice of termination allowing for **15 days advance notice**. Contractor shall be entitled to compensation for all work completed up to and including the effective termination date. Upon completion or termination of this contract, Contractor shall provide, as the exclusive property of the Owner, all original construction documents, data, studies, briefs, drawings, maps, models, photographs, files, and any and all documents related to the contractual services.
- E. Each provision contained within this contract shall be enforced independently of any other provision herein contained and any other claim or cause of action. If any clause or provision, or any part thereof, is later adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of applicable law, it shall not effect the validity of the remaining part or whole of any other clause or provision, which shall remain in full force and effect.

- F. Failure of Owner, at any time, to require strict performance by Contractor, shall in no way affect the rights of Owner to enforce the same or subsequent breaches under the contract. Nor shall Owner be deemed, in any way, to have agreed to any contract modifications by any act, omission and/or acquiescence.
- G. This contract represents a mutual understanding of terms between the parties indicated. This agreement shall not be assignable in any way, by Contractor without the prior written consent of Owner. Owner reserves the right to withhold consent for any reason whatsoever and at its discretion.
- H. Jurisdiction, under this contract, shall be deemed to be Delaware County, Indiana.
- I. Any and all notice or correspondence required to be sent under this contract, shall be addressed as follows:

CONTRACTOR

Company Name

Contact Name

Contact Title

Address

City, State, Zip

OWNER

Muncie Housing Authority

Curtisa Goodwin

Chief Executive Officer

409 East First Street

Muncie, Indiana 47302

J. This contract and all documents specifically incorporated by reference, represent the entire agreement between the parties and supercedes all prior written or oral negotiations, representations and understanding, written or oral. The terms and conditions herein may only be modified by written agreement signed by both Owner and Contractor. The documents specifically incorporated by reference are as follows:

1. Scope of Services
2. Section 3 Compliance
3. Notice to Proceed
4. Any and all Federal, State, and Local laws, regulations, and ordinances.
5. The General Condition of the Contract for Non-Construction (HUD 5370C)
6. Any other documents specifically referenced in this contract.

IN WITNESS THEREOF, the parties have executed this Agreement at Muncie, Indiana, the day and year first above written.

NOTARIZATION OF OWNER'S SIGNATURE:

By: _____ Date: _____

Title: _____

Subscribed and sworn or affirmed to before me this ____ day of _____, 20__

IN TESTIMONY WHEREOF, I, _____ have hereunto set my
(Notary Printed Name)
hand and official seal.

_____, a Notary Public for the
(Notary Signature)

County of _____

State of _____

SEAL

My commission expires: _____

NOTARIZATION OF CONTRACTOR'S SIGNATURE

By: _____ Date: _____

Title: _____

Subscribed and sworn or affirmed to before me this ____ day of _____, 20__

IN TESTIMONY WHEREOF, I, _____ have hereunto set my
(Notary Printed Name)
hand and official seal.

_____, a Notary Public for the
(Notary Signature)

County of _____

State of _____

SEAL

My commission expires: _____



SECTION TWO

CONTRACT
CONDITIONS

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here.]

General Contract Conditions Non-Construction

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

OMB Approval No. 2577-0180 (exp. 4/30/96)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0180), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the _____
Muncie 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. Disputes

- (a) All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof 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 (1) given the notice within the time stated in paragraph (c) above, and (2) excepted its claim relating to such decision from the final release, and (3) 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.

4. 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: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) 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 (1) 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)(2) above, and compensation be determined in accordance with the Changes clause; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed 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.

5. 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.

6. 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.

7. 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.

(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 (1) appeals under the clause titled Disputes, (2) litigation or settlement of claims arising from the performance of this contract, or (3) 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.

8. 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:

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) 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.

9. 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.

10. 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.

11. 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 therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

12. 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.

13. 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:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) 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:

- (1) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (3) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (4) 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.

consistent with the amount normally paid for such services in the private sector.

"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 of 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.

- (1) 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.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) 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)(2)(i)(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)(2)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

- (1) 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.
- (2) 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)(2)(ii)(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)(2)(ii)(A)(1) and (2) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) 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:

(A) 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

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

(c) 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.

(d) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a 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.

(e) 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.

14. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the

Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. 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.

16. 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.

17. 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.

18. Liens

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

19. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)(Applicable to contracts in excess of \$500,000)

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The contractor will send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the organization of the contractor's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The contractor will include this clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of these regulations and will not award any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of section 3, the regulations set forth at 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR part 135.

THE HOUSING AUTHORITY OF THE CITY OF MUNCIE

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS
CONCERNING SECTION 3 REQUIREMENTS**

These Supplemental Instructions are in addition to the Instructions to Bidders, HUD 5369 (10/2002). If a conflict exists the Special Instructions supersede the Instructions.

SUBPART A – GENERAL PROVISIONS

SECTION I – PURPOSE

- (a) **SECTION 3.** The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and Local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing and to business concerns which provide economic opportunities to low-and very low-income persons.

- (b) **PART 135.** The purpose of this part is to establish the standards and procedures to be followed to ensure that the objectives of Section 3 are met.

SECTION II – DEFINITIONS

As used in this part:

Contractor means any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Department or HUD means the Department of Housing and Urban Development, including its Field Offices to which authority has been delegated to perform functions under this part.

Employment opportunities generated by Section 3 covered assistance means all employment opportunities generated by the expenditure of Section 3 covered by the expenditure of Section 3 covered Public and Indiana Assistance (i.e. operating assistance, development assistance and modernization assistance). With respect to Section 3 covered Housing and Community Development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects including management and administrative jobs connected with the Section 3 covered projects including management and administrative jobs connected with the Section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications,

or work write-ups; and jobs directly related to administrative support of these activities, e.g. construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) means collectively, Public Housing agency and Indian Housing authority.

Housing Development means low-income housing owned, developed, or operated by Public Housing agencies or operated by Public Housing agencies or Indian Housing authorities in accordance with HUD's Public and Indian Housing program regulations codified in 25 CFR Chapter IX.

HUD Youthbuild Programs means programs that receive assistance under sub-title D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992(42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Metropolitan Area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget. For contracts with the Muncie Housing Authority the Muncie MSA includes Muncie, Yorktown, and Cowan.

New Hires means full-time employees for permanent temporary or seasonal employment opportunities.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u).

Section 3 Business Concern means a business concern, as defined in this section.

1. That is 51% or more owned by a Section 3 resident(s); or
2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualification set forth in paragraphs (1) or (2) in this definition of Section 3 business concern.

Section 3 Clause means the contract provisions set forth.

Section 3 Covered Activity means any activity which is funded by Section 3 covered assistance Public and Indian Housing assistance.

Section 3 Covered Contract means a contract or subcontract (including a professional service contract) awarded by the Housing Authority or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e. the installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e. the installation of the furnace) and thus is covered by Section 3.

Section 3 Covered Project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes building or improvements (regardless of ownership) assisted with housing or Community Development assistance.

Section 3 Resident means:

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or non metropolitan county in which the Section 3 covered assistance is expended, and who is;
 - (i) A low-income person, as the term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that he Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
 - (ii) A very low-income person, as the term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 percent of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

SECTION III – OTHER LAWS GOVERNING TRAINING, EMPLOYMENT, AND CONTRACTING

- (a) *Federal Labor Standards Provisions.* Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a-276a-7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD assisted rehabilitation and maintenance activities on public and Indiana housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR part 5 or for work subject to HUD determined prevailing wage rates, HUD policies

and guidelines. These requirements include adherence to the wage rates and ratios of apprentices or trainees to journeymen set out in “apprenticeship and training programs,” as described in paragraph (d) of this section.

- (b) *Approved apprenticeship and trainee programs.* Certain apprenticeship and trainee programs have been approved by various Federal agencies. Approved apprenticeship and trainee programs include; and apprenticeship program approved by the Bureau of apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulations at 29CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.
- (c) *Compliance with Executive Order 11246.* Certain contractors covered by this part are subject to compliance with Executive Order 11246, as amended by Executive Order 12086, and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

SECTION IV – NUMERICAL GOALS FOR MEETING THE GREATEST EXTENT FEASIBLE REQUIREMENT

(a). **General**

(1) Recipients and covered contractors may demonstrate compliance with the “greatest extent feasible” requirement of Section 3 by meeting the numerical goals set forth in this section for providing training, employment, and contracting opportunities to Section 3 residents and Section 3 business concerns.

(2) The goals established in this section apply to the entire amount of Section 3 assistance awarded to a recipient in any Federal fiscal Year (FY) commencing with the first FY following the effective date of this rule.

(3) For recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring, or subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to Section 3 residents and Section 3 Business concerns.

(4) The numerical goals established in this section represent minimum numerical targets.

(b). **Training and Employment.** The numerical goals set forth in paragraph (b) of this section apply to new hires. The numerical goals reflect the aggregate hires, efforts to employ Section 3 residents, to the greatest extent feasible, should be made at all job levels.

(c) **Contracts.** Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. Each Housing Authority, Contractor and Subcontractor may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns;

- (1) At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization, or development of Public or Indian Housing, or for building construction and other public construction; and
- (2) At least 3 percent of the total dollar amount of all other Section 3 covered contracts.

(d) Safe Harbor and compliance determinations.

- (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the Section 3 preference requirements. It should be understood that for the contractor to demonstrate compliance with the numerical goals for “Training and Employment” are met OR the numerical goals for “Contracts” are met. If neither is met the contractor must demonstrate that all steps listed in Section IX and X have been taken.
- (2) In evaluating compliance under subpart D of this part, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities which were proved in its efforts to comply with Section 3 and the requirements of this part.

SECTION V – PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES.

- (a) Order of providing preference. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in paragraph (a) of this section.
 - (1) **Public and Indian Housing programs.** In Public and Indian Housing programs, efforts shall be directed to provide training and employment opportunities to Section 3 residents in the following order of priority:
 - (i) CATEGORY 1: Residents of the Housing Development or developments for which the Section 3 covered assistance is expended (Category 1 residents).
 - (ii) OTHER CATEGORY 1: Residents of other housing developments managed by the Housing Authority that is expending the Section 3 covered housing assistance (Category 2 residents).
 - (iii) CATEGORY 2: Participants in HUD Youthbuild programs being carried out in the Metropolitan area (or Non-Metropolitan County) in which the Section 3 covered assistance is expended (Category 3 residents).
 - (iv) CATEGORY 3: Other Section 3 residents.
 - (2) **Eligibility for Preference.** A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section

3 resident, as defined in Section II. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program).

- (3) **Eligibility for employment.** Nothing in this part shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position(s) to be filled.

SECTION VI – SECTION 3 CLAUSE

All Section 3 covered contracts and subcontracts shall include the following clause (referred to as the Section 3 clause).

- 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 1948, 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 provided to 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 135, 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 135 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 understanding, if any, a notice advising the labor organization or worker's 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 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 135. 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 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled:
 - (1) After the contractor is selected but before the contract is executed; and
 - (2) With persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F. Non-Compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian Housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible:
 - (i) Preference and opportunities for training and employment shall be given to Indians; and
 - (ii) Preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian Owned Economic Enterprises.

Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

SECTION VIII – SECTION 3 BUSINESS CONCERN BIDDING PREFERENCE

A Section 3 business concern(s) will be given preference over non Section 3 business concern(s) provided that the lowest most responsive quotation of the Section 3 business is not in excess of the specified percentage of the lowest most responsive quotation from any other qualifiable source. If no business concern qualifies for this preference, the award shall be made to the source with the lowest most responsive quotation.

BIDDING PREFERENCE SPECIFIED PERCENTAGE

*THE PERCENTAGE OF THE LOWEST RESPONSIVE BID
BY A SECTION 3 BUSINESS CONCERN MAY EXCEED THE LOWEST BID FOR AWARD*

AGGREGATE BID AMOUNT

%

LESS THAN	\$100,000.00			10%
AT LEAST	\$100,000.00	BUT LESS THAN	\$200,000.00	9%
	\$200,000.00		\$300,000.00	8%
	\$300,000.00		\$400,000.00	7%
	\$400,000.00		\$500,000.00	6%
	\$500,000.00		\$1,000,000.00	5%
	\$1,000,000.00		\$2,000,000.00	4%
	\$2,000,000.00		\$4,000,000.00	3%
	\$4,000,000.00		\$7,000,000.00	2%
	7,000,000.00 OR MORE			1 ½%

**SECTION IX – EXAMPLES OF EFFORTS TO OFFER TRAINING AND
EMPLOYMENT OPPORTUNITIES TO SECTION 3 RESIDENTS**

1. Entering into “first source” hiring agreements with organizations representing Section 3 residents.
2. Sponsoring a HUD certified “Step Up” employment and training program for Section 3 residents.
3. Establishing training programs, which are consistent with the requirements of the Department of Labor, for Public and Indian Housing residents and other Section 3 residents in building trades.
4. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.
5. Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For instance, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.
6. Contacting residents councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
7. Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
8. Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
9. Arranging for a location in the housing development or developments where category 1 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.

10. Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
11. Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractors training and employment positions.
12. Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractors training and employment positions.
13. Advertising the jobs to be filled through local media, such as community television networks, newspapers of general circulation, and radio advertising.
14. Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible, and qualified Section 3 residents with the training and employment positions that the HA or contractor intends to fill.
15. For an HA, employing Section 3 residents directly on either a permanent or temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian Housing regulations. See CFR 905.102 and Sec. 905.201(a)(6).
16. Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
17. Undertaking job counseling, education and related programs in association with local educational institutions.
18. Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 resident previously hired for employment opportunities.
19. After selection of bidders, but prior to execution of contracts incorporating into the contract a negotiated provision for a specific number of Public Housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.
20. Coordinating plans and implementations of economic development (e.g. job training and preparation, business development assistance for residents) with the planning for housing and community development.

**SECTION X – EXAMPLES OF EFFORTS TO AWARD CONTRACTS TO SECTION 3
BUSINESS CONCERNS**

1. Utilizing procurement procedures for Section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans.
2. In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
3. Contracting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
4. Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.
5. For HA's, contracting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
6. Providing written notice to all know Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.
7. Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contracting them to provide additional information on the contracting opportunities.
8. Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
9. Procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
10. Advising Section 3 business concerns as to where they may seek assistance to overcome limitations, such as inability to obtain bonding, lines of credit, financing, or insurance.
11. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.

12. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
13. Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
14. Advertising the contracting opportunities through trade association papers and newsletters and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
15. Developing a list of eligible Section 3 business concerns.
16. For HA's participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.
17. Establishing or sponsoring programs designed to assist residents of Public or Indian Housing in the creation and development of resident-owned businesses.
18. Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.
19. Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
20. Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
21. Actively supporting joint ventures with Section 3 business concerns.
22. Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

THE HOUSING AUTHORITY OF THE CITY OF MUNCIE

**AFFIRMATIVE ACTION/EQUAL OPPORTUNITY
POLICY STATEMENT**

The Vendor will provide equal opportunity to all employees and applicants for employment in accordance with all applicable equal employment opportunity/affirmative action laws, directives and regulations of Federal, State, and Local governing bodies or agencies thereof.

The Vendor will not discriminate against any employee or applicant for employment because of race or color, creed, religion, ancestry, national origin, sex affectional preference, disability, age, marital status, familial status, or status with regard to public assistance.

The Vendor will take affirmative action to ensure that all employment is free of such discriminations. Such employment practices include, but are not limited to, the following; hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, selection payoff, disciplinary action, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

The Vendor will prohibit the harassment of any employee or job applicant because of sex or national origin or race.

The Vendor will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these affirmative action objectives as well as other established criteria. Any employee of this company or subcontractors to this company who do not comply with the equal employment opportunity policies and procedures set forth in this statement and plan will be subject to disciplinary action. Any subcontractor not complying with all applicable equal employment opportunity/affirmative action laws, directives, and regulations of the Federal, State, and Local governing bodies or agencies thereof will be subject to appropriate legal sanctions.

The Vendor will appoint and EEO Coordinator to manage the Equal Employment Opportunity Program. The responsibilities will include monitoring all equal employment opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State, and Local agencies. If any employee or applicant for employment believes he/she has been discriminated against, he/she should contact the EEO Coordinator.

Maintenance Wage Rate Decision	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (06/2006)
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Agency Name: Muncie HA 409 E First Street Muncie IN 47302	LR 2000 Agency ID No: IN005A	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	Effective Date: April 1, 2021	Expiration Date: March 31, 2023

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1986, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

Loretta Szweduk /s/, CIRS
 HUD Labor Relations
 (Name, Title, Signature)

2-26-21
 Date

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (If any)
Skilled Maintenance Mechanic Maintenance Mechanic I	\$13.00 \$ 9.00	As defined by the HA As defined by the HA
Contracted Maintenance	\$10.00	n/a

The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.

(HUD Labor Relations: If applicable, check box and initial below.)

 LR Staff Initial

**FOR HUD USE ONLY
 LR2000:**

Log In:

Log out:

A decorative graphic at the top of the page features a solid blue horizontal bar. On the left side of the bar is a large, dark blue left square bracket. On the right side is a large, dark blue right square bracket. To the right of the bar, there is a complex geometric design consisting of several overlapping squares in various shades of blue and a light grey square, intersected by a thin black horizontal and vertical line. Two faint, light blue circles are positioned behind the bar, one on the left and one on the right.

SECTION THREE

SUMMARY OF WORK

Section 01010

SUMMARY OF THE WORK

PART 1-GENERAL

1.01 The Muncie Housing Authority is soliciting proposals for Lawn Care and Snow Removal at all of its properties. The scope of work is as follows:

- A. The specifications prepared illustrate a project to include Lawn Care and Snow Removal for the sites mentioned.
- B. Mowing once a week unless notified by MHA to do more April 15th through October 15th or before as MHA deems necessary and to include trimming. The scope of work also includes: trash pick-up, blowing off sidewalks, porches and driveways. Edging is to be done twice a month.
- C. All MHA properties include: Gillespie Tower, Earthstone Terrace, Southern Pines, Autumn Woods, Price Hall, MHA Administration Building, Garfield Building and several scattered sites.
- D. Scattered sites will be on an as needed basis.
- E. Snow removal services are for the following sites: MHA Administrative Office, Price Hall, 1600 S. Madison St., Gillespie Tower, Earthstone Terrace, Southern Pines and Autumn Woods.
- F. If the weather forecast is light snow up to 2", the plan will begin on an as needed basis and according to the snow removal procedures.
- G. If the forecast is for 2" or more snow, the crews will need to have the snow cleared from parking lot and sidewalks at *Gillespie Tower* before 7:00 a.m. and the remaining complexes and especially the ADA units need to be cleared off by 7:30 a.m. at *Earthstone Terrace, Southern Pines and Autumn Woods*. Salt is to be put down when there is snow or ice. **ADA units, Gillespie Tower main entrance and all office main entrances are to be cleared and salted up to the door.**

The contractor must submit a price breakdown for each property per mow and per push.

LAWN CARE SERVICES & SNOW REMOVAL SERVICES	
APARTMENT COMPLEXES	SCOPE OF WORK
Earthstone Terrace 3500 Juniper Ln. Muncie, IN 47302 ADA units: 3306,3417,3422,3433,3440,3508,3524,3552	<i>Mowing April 15th thru October 15th or as needed to include trimming, trash pick up, blowing grass cuttings and edging twice a month.</i> <i>Snow removal to be completed by 7:30 a.m.</i>
Gillespie Tower 701 W. Jackson St. Muncie, IN 47305	<i>Mowing April 15th thru October 15th or as needed to include trimming, trash pick up, blowing grass cuttings and edging twice a month.</i> <i>Snow removal to be completed by 7:00 a.m.</i>
Southern Pines 4110 S. Pinewood Muncie, IN 47302 ADA units: 4115,4119,4134,4224,4270,4321,4340	<i>Mowing April 15th thru October 15th or as needed to include trimming, trash pick up, blowing grass cuttings and edging twice a month.</i> <i>Snow removal to be completed by 7:30 a.m.</i>
Autumn Woods 715,717,719,721,722 S. Monroe 1601,1603,1607,1609 Centennial Muncie, IN 47302 ADA units: All	<i>Mowing April 15th thru October 15th or as needed to include trimming, trash pick up, blowing grass cuttings and edging twice a month</i> <i>Snow removal to be completed by 7:30 am</i>

OFFICE BUILDINGS	SCOPE OF WORK
Price Hall 704 S. Madison St. Muncie, IN 47302	<i>Mowing April 15th thru October 15th or as needed to include trimming, trash pick up, blowing grass cuttings and edging twice a month.</i> <i>Snow removal to be completed by 7:00 a.m.</i>
MHA Administration Building 409 East First Street Muncie, IN 47302	<i>Mowing April 15th thru October 15th or as needed to include trimming, trash pick up, blowing grass cuttings and edging twice a month.</i> <i>Snow removal to be completed by 7:00 a.m.</i>
SCATTERED SITES	SCOPE OF WORK
720 & 1010 E. Adams 215 & 328 E. Gilbert 900 Block of S. Jefferson 921 S. Wolfe St. 223 W. 5 th 606 E. 5 th 1506 S. Madison St. 1524 S. Madison St. 710 S. Elm St. 329 E. North St 315 S. Grant St.	<i>Mowing will be on an as needed basis.</i> <i>Contractor will be required to monitor scattered sites and mow when needed, or MHA will notify contractor if needed before.</i>

- 1.02 The Successful responder will be awarded a one-year contract with an option to renew an additional two years beginning **May 1, 2025 and ending April 30, 2026** with the owner. If the contract is not renewed the contractor shall continue services until properly notified by the owner. Past the end of the contract, the Contractor, by doing the work, agrees to abide by the contract until the owner requests cancellation of services or a new contract is issued.

PART 2 – SCOPE OF THE CONTRACT

- 2.01 General for all work contacts
- A. The provisions of the Specifications General Requirements apply to all work.
 - B. Contractor responsible for providing necessary lawn care and snow removal equipment to complete the requirements of the contract.
 - B. All sub-contractors are directed to be informed about all other contract work in regard to preparatory work, coordination, and applied conditions affect their work.
 - C. Each sub-contract shall include all preparation, material, labor, and equipment required to construct the division of work as illustrated in the specification and herein specified.
 - D. Each sub-contract shall make all connections between his work and equipment furnished by others whenever such equipment is mentioned in any section of the specifications or listed herein.
- 2.02 General Scope of the Contract Work
- A. The Contractors shall do all the work herein outlined.
 - B. The Contractor shall do all the work including preparation and clean-up as outlined in these Specifications.
 - C. In the event that any part of the site, existing buildings and/or their component, or any other entity becomes damaged during the process of this project, the contractor shall be responsible for

the repair or replacement of same in accordance with these Specifications. In the absence of an appropriate specification section, the Contractor shall repair/replace such damages in a manner equal to the condition prior to being damaged



SECTION FOUR

**BID SUBMITTAL
DOCUMENTS**

PROPOSAL

LAWN CARE AND SNOW REMOVAL

PROJECT NUMBER: OP-MHA-25-2-NC

THE HOUSING AUTHORITY OF THE CITY OF MUNCIE
409 EAST FIRST STREET
MUNCIE, INDIANA 47302

TO: The Housing Authority of the City of Muncie

FROM:

Name of Bidder

Street Address

City, State, and Zip Code

Telephone Number

Federal Identification Number

TO WHOM IT CONCERNS:

The undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Specifications, (including Invitation for Bids, Instructions to Bidders, Supplemental Instructions to Bidders, this Bid, the form of the Bid Bond, the form of the Non-Collusive Affidavit, the form of the Affirmative Action/Equal Opportunity Policy Statement, the form of Contract, and the form of Performance Bond(s), the General Conditions, the Supplemental General Conditions, supplementary General Conditions, Special Conditions, Equal Employment Opportunity Obligations, Minimum Prevailing Wage Rates, Special Warranties, the General Scope of Work, the Technical specifications and the Drawings) and Addenda, if any thereto, as prepared by the Housing Authority and on file in the offices of the Housing Authority of the City

of Muncie, hereby proposed to furnish all labor, materials, services, equipment, permits, fees, and services, including utility and transportation services, and related items required to complete all work for **Lawn Care and Snow Removal**.

All in accordance therewith for the total bid amount of:

2. ADD ALTERNATE:

Furnish all labor, materials, services, equipment, permits, fees, and services, including utility and transportation services and related items to Lawn Care and Snow Removal all in accordance therewith for the additional bid amount of:

3. SUBCONTRACTORS (for amounts over \$25,000.00)

If subcontracting is necessary the bidder shall state below the names, addresses, subcontract amounts for each of the following subcontractors included in the lump sum bid.

All payments to be made under such contract for work and materials supplied by a subcontractor listed above shall, upon the certification of the Contractor of the amount due to the subcontractor, be paid directly to the subcontractor in accordance with the "Local Public Contracts Law."

The bidder hereby acknowledges the receipt of the following Addends, if any, distributed by the Modernization Director.

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

The names and addresses of persons interested as principals or as stockholders in this Proposal are as follows:

First Name, MI, Last Name

First Name, MI, Last Name

First Name, MI, Last Name

First Name, MI, Last Name

First Name, MI, Last Name

First Name, MI, Last Name

The bidder shall state on the line below whether or not he is a citizen of the United States, and in case of partnership, whether or not all the partners are citizens of the United States.

3. The Undersigned hereby agrees to complete all work shown or specified within the time specified and he/she further agrees that the Housing Authority of the City of Muncie may retain from the monies that are due or which may become due , and amount set forth in the Specifications for each and every day of delay not caused by the Housing Authority of the City of Muncie (Sundays and legal holidays excepted) that may occur beyond the time stipulated for the completion of the work. Such amount so to be retained is hereby agreed to be liquidated damages accruing to the Housing Authority of the City of Muncie incident to such delay.

The following Hold Harmless Clause is a contractual obligation to which all bidders shall comply; As and from the date hereof, the Contractor agrees to defend, indemnify and hold the Muncie Housing Authority harmless from any and all claims or lawsuits that may arise from the Contractor's activities under the provisions of this Agreement, that are attributable to the negligent or otherwise wrongful acts or omissions, including breach of specific contractual duties of the Contractor, of the Contractors independent contractors, agents, employees, or delegates.

Nothing herein shall be construed to obligate the Contractor to protect, indemnify, and save the Agency, its officers and employees harmless from and against liabilities, losses, damages, costs, expenses (including attorney's fees), causes of action, suits, claims, demands and judgments arising from or by reason of the negligent or wrongful acts or omissions of the Agency, or any of its agents, employees or officers.

The undersigned hereby certifies that he/she/it is the only person or corporation interested in this Proposal and that it is made without any connection with any other person or persons making a Proposal for the same work and without collusion or fraud.

This Proposal is accompanied by:

a. Bid Bond in the amount of _____ N/A _____ Dollars (\$_____).

OR

b. Certified Proposal Check in the amount of _____ N/A _____ Dollars (\$_____).

OR

c. Cash in the amount of _____ N/A _____ Dollars (\$_____).

d. The bidders, if a corporation or partnership, shall list all stockholders by name and address, who have ten (10%) or more ownership in the corporation or partnership.

LIST OF STOCKHOLDERS

<i>Name</i>	<i>Address</i>	<i>% of Stock</i>
<i>Name</i>	<i>Address</i>	<i>% of Stock</i>
<i>Name</i>	<i>Address</i>	<i>% of Stock</i>
<i>Name</i>	<i>Address</i>	<i>% of Stock</i>

Date

Signature of Bidder

Address of Corporation/Partnership/Individual

STATE OF CORPORATION

A Corporation organized under the laws of _____.

PARTNERSHIP

Co-partners trading and doing business under the firm name and style of _____.

INDIVIDUAL

An individual doing business under the firm name and style of _____.

- e. Other submittals as required by the Muncie Housing Authority.
- 4. In submitting this bid, it is understood that the right is reserved by the Housing Authority of the City of Muncie to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond with ten days after the contract is presented to him/her for signature.

The bidder represents that he/she (has)(has not) participated in a previous Contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Orders 10925,11114, or 11256 or the Secretary of Labor; that he/she (has)(has not) filed all required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with Contracts or subcontracts which are exempt from the clause).

The Contract will be awarded to the responsible bidder submitting the lowest responsive bid complying with the conditions of the Invitation to Bid and the Specifications.

The bidder shall prepare, execute and submit the following as part of the bid proposal:

- Non-Collusive Affidavit;
- Certificate of Acknowledgment (All);
- Certificate of Insurance (All);
- Specific Affirmative Action Steps
- Representations, Certifications, and Other Statements of Bidders;HUD 5369-A (All);
- Affidavit for AA/EEO (All)

Signed this _____ day of _____, 20__ at _____.

Signature

Typed Name & Title

Subscribed and sworn or affirmed to before me this ____ day of _____, 20__.

Notary Public

Notary Public (Printed)

County of _____

State of _____

My commission expires _____

SEAL

**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)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

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)

THE HOUSING AUTHORITY OF THE CITY OF MUNCIE

NON-COLLUSIVE AFFIDAVIT

State of _____, County of _____, ss:

_____, being first duly sworn deposes and says:

THAT he/she is a/an {Partner}{Officer} of _____
Name of Firm

the party making the foregoing proposal or bid, 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 bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Housing Authority of the City of Muncie or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

SIGNATURE OF: Bidder, if the bidder is an individual;
Officer, if the bidder is a corporation; or
Partner, if the bidder is a partnership.

Signature of contractor

Typed Name & Title

Subscribed and sworn or affirmed to before me this ____ day of _____, 20__

Notary Public (Printed)

Notary Public (Signature)

County of _____

SEAL

State of _____

My commission expires: _____

THE HOUSING AUTHORITY OF THE CITY OF MUNCIE

STATEMENT OF CONTRACTORS
QUALIFICATIONS

Bid for: _____

Name of Bidder: _____

Address: _____

REQUIREMENTS FOR SUBMITTED PROPOSALS IF QUALIFIED

1. Each proposal, over \$25,000.00 must be accompanied by a Certified Check or Bid Bond in an amount equal to 5% percent of the total proposal price or a Certificate of Surety from a Surety company qualified to do business in the State of Indiana, and shall be for the full amount of such proposal at the time of submitting such proposal. It is expressly understood that a Performance Bond and Labor and Material Bond will be posted for the full amount of the contract pursuant to law if he/she is the successful bidder.

2. It shall be necessary for the bidder to present evidence that he is the general contractor and that he has been in business for at least three years in this particular field, and can submit a suitable record of satisfactorily completing similar projects. In addition to the above, he shall submit evidence that his company has the necessary equipment to carry out this type of operation.

a. How many years have you been or engaged in construction under your present firm or trade name? _____

b. What equipment do you own that is available and intended to be used on this project? Provide a description as to the quantity, size, type, and capacity of this equipment along with its present condition.

c. What equipment do you intend to purchase or lease for us on this project should the contract be awarded to you? Provide a description of the quantity, size, type, and capacity of the equipment you intend to lease or purchase.

d. How many years has your organization been in business performing the work required under this contract? _____

e. If a corporation , answer the following:

- (1) Date of Inception _____
- (2) State in Incorporation _____
- (3) President's Name _____
- (4) Vice President's Name _____

f. If individual or partnership, answer the following:

- (1) Date of Organization _____
- (2) Name and address of all partners (state whether general or limited partnership) _____

g. We normally perform _____ percent of the work with our own forces.
General character of work performed by our company.

h. Have you ever failed to complete any work awarded to you? If so, state the circumstances.

i. Has any other officer or partner of your organization ever been an officer or a partner of some other organization that failed to complete a construction contract? If so, state the name of the individual, other organization and reason therefore.

- j. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name?_____. If yes, state name of individual, name of owner and reason therefore.

- k. Are there any liens, of any character, filed against your company at this time? _____. If yes, specify the nature and amount of lien.

- l. In what manner have you inspected the proposed project? Explain in detail:

- m. The work, if awarded to you, will have the personal supervision of whom?

- n. Do you intend to subcontract any portion of the work? If so, state which portion is to be subcontracted.

- o. Have you made contracts or received firm offers for all materials within price use in preparing your proposal? Do not give names of dealers and manufacturers.

- p. Give trade references:_____

q. Give bank references: _____

3. It shall be necessary for the bidder to present a financial statement indicating the condition of his company of not more than three (3) months prior to the bid submission.

ASSETS

Cash on Hand	\$ _____
Cash in bank(s) and name of said bank(s)	_____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Accounts receivable from completed contracts	\$ _____
Real Estate used for Business purpose	\$ _____
Material in stock	\$ _____
Equipment book value	\$ _____
Furniture and fixtures	\$ _____
Other Assets	\$ _____
TOTAL ASSETS	\$ _____

LIABILITIES

Notes payable to bank	\$ _____
Notes payable for equipment obligations	\$ _____
Notes payable for other obligations	\$ _____
Accounts payable	\$ _____
Other liabilities	\$ _____
TOTAL LIABILITIES	\$ _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Housing Authority of the City of Muncie in verification of the recitals comprising this Statement of Bidder's Qualifications.

Signed at _____ this ____ day of _____, 20 ____.

Typed Name

Typed Title

State of Indiana)
County of _____) S.S.

On this ____ day of _____, 20____, before me personally appeared _____, (whom I know personally)(whose identity was proven to me on the oath of _____, a credible witness by me duly sworn)(whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument), and acknowledged that he/she executed the same.

Notary Public

SEAL

Printed Name

State of _____
County of _____
My commission expires _____

THE HOUSING AUTHORITY OF THE CITY OF MUNCIE
REQUEST FOR APPROVAL OF SUBCONTRACTORS

Date _____

I, _____, the Prime Contractor for _____
_____ Project, request permission from the Muncie Housing
Authority to name _____ as Subcontractor for this project. Said
subcontractor will be utilized in the manner described below:

Contractor

Phone Number

Subcontractor

Field person in charge

Address of Subcontractor

Phone Number of Subcontractor

THE HOUSING AUTHORITY OF THE CITY OF MUNCIE

AFFIDAVIT

COMPLIANCE WITH AFFIRMATIVE ACTION, EQUAL OPPORTUNITY & SECTION 3
OF THE HUD ACT OF 1968
(12 U.S.C. 1701U)

State of _____, County of _____ ss:

_____, being duly sworn, deposes and says:

THAT he/she is a/an _____, of _____
Partner/Officer Name of Firm
the party known as the contractor making certain bid for a contract or subcontract,
dated _____ for work in connection with the construction of _____

_____ at Project No. _____

located in Muncie, Indiana and this affidavit is submitted with full knowledge and understanding of the Affirmative Action, Equal Employment Opportunity and Section 3 requirements contained in the HUD-5370 known as the General Conditions of the Contract, the Special Conditions of the Contract and the Housing Authority's policy statement; that in submitting such an affidavit, the contractor or subcontractor acknowledges that he/she must and will fulfill these requirements. The contractor agrees to submit with its bid proposal a listing of all labor positions and subcontracts that will be use in connection with this work.

SIGNATURE OF: Individual, if a sole proprietor; Officer, if a Corporation; or Partner, if a Partnership

Prime Sub
(Check box that applies)

Signature of Contractor

Typed Name and Title

Subscribed and sworn (or affirmed) before me this _____ day of _____, 20____.

Notary Public

State of _____
County of _____
My commission expires _____

SEAL

THE HOUSING AUTHORITY OF THE CITY OF MUNCIE
SPECIFIC AFFIRMATIVE ACTION STEPS

_____ agrees to implement the following

Name of Contractor

Specific affirmative action steps directed at increasing the utilization of lower income residents and project area businesses.

1. To ascertain from the HUD Area Office Director the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials of the Department in preparing and implementing the affirmative action plan.
2. To attempt to recruit from the appropriate areas, the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
3. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ persons, if otherwise eligible and if a vacancy exists.
4. To insert this affirmative action plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish this goal.
5. To ensure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
6. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
7. To ensure that all appropriate project area business concerns are notified of pending contractual opportunities.
8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

9. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 affirmative action plan.
10. To list on Table C, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of _____
Name of Contractor

We the undersigned have read and fully agree to this affirmative action plan and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

THE HOUSING AUTHORITY OF THE CITY OF MUNCIE

**CONTRACTORS CERTIFICATION
OF SUBCONTRACTORS
FOR AA/EEO**

List any/all subcontractors to be used in the execution of this contract in the following spaces, whose contract is \$ 10,000.00 or more.

All subcontractors to Prime Bidders will be required to submit evidence that they participate in Affirmative Action / Equal Employment Opportunity, when the amount of their contract exceeds \$ 10,000.00, before work can begin. MHA will provide forms as needed to Prime for all listed Subcontractors.

SUBCONTRACTED WORK	SUBCONTRACTORS NAME, ADDRESS, AND PRINCIPAL(S)	SUBCONTRACTORS PHONE NUMBER

_____ Signature _____ Title _____ Date

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

Notary Public
State of _____
County of _____
My commission expires _____

SEAL

THE HOUSING AUTHORITY OF THE CITY OF MUNCIE

CONTRACTOR CERTIFICATE OF ACKNOWLEDGMENT

CERTIFICATE OF ACKNOWLEDGMENT BY PARTNERSHIP

State of _____, County of _____, ss:
On this _____ day of _____, 20_____, before me a Notary Public within and for the said county, personally appeared _____

to me known to be all of the Partners doing business under the Partnership name and style of _____ and to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their own free act and deed.

Notary Public

County of _____
State of _____ SEAL
My commission expires: _____

CERTIFICATE OF ACKNOWLEDGMENT BY CORPORATION

State of _____, County of _____ ss:
On this _____ day of _____, 20_____, before me a Notary Public within and for county, personally appeared _____ and _____ to me personally known, who being each by me duly sworn, did say that they are respectfully the _____ President and the _____ of _____ the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of _____ and said _____ and _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

State of _____
County of _____ SEAL
My commission expires _____

CERTIFICATE OF ACKNOWLEDGMENT BY AN INDIVIDUAL

State of _____, County of _____, ss:

On this _____ day of _____, 20____, before me a Notary Public within and for county, personally appeared _____ known to be the person described in and who executed the foregoing instrument, and has severally acknowledged that he/she executed the same of his/her own free act and deed.

Notary Public

State of _____

County of _____

My commission expires _____

SEAL



SECTION FIVE

**INSURANCE
REQUIREMENTS**

INSURANCE REQUIREMENTS

Required Coverage

The proposal must include evidence of the Responder's ability to provide Worker's Compensation Insurance; General Liability Insurance; Comprehensive Automobile Insurance; and if applicable to the services requested hereunder. MHA must be named as an additional insured on all policies and the policy must provide that coverage cannot be canceled without notice to MHA and at least thirty (30) days before the effective date of such cancellations. MHA reserves the right in, its sole discretion, to raise, waive or reduce in limits, any insurance coverage required under the proposed contract.

Proof of Insurance Upon Notice of Award

Within ten (10) days of the Notice of the Award, the successful Responder shall furnish to MHA a certified copy of the Certificate of Insurance for the policy or policies covering all work or services under the proposed contract as evidence that the required insurance is maintained and will be in effect for the entire duration of the Contract. MHA may, at its sole discretion, immediately cancel the contract award without prior notice to successful Responder upon any failure to submit timely any or the entire proposed Contract. In such case, any and all existing agreements between MHA and the successful Responder shall immediately become null and void upon such cancellation.