

RFP

For

Pest Control

At

Muncie Housing Authority

Project # OP 005,006,008-24-3-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

part-

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MUNCIE HOUSING AUTHORITY

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SECTION I

**CONTRACT
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**PEST CONTROL SERVICES
FOR
MUNCIE HOUSING AUTHORITY**

PROPOSAL NO. OP-005,006,008-24-3-NC

This is an official notice that request for proposals will be received by the Muncie Housing Authority up to the hour of **4:00 p.m. on Monday, March 3, 2025.**

The Request for Proposal will be available through our main office or on our website at www.muncieha.com. All questions are to be turned in via email to Mindy Kirby at mkirby@muncieha.com no later than **Wednesday, February 26, 2025.**

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
Curtisa Goodwin
CEO, PHM
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

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:]

MUNCIE HOUSING AUTHORITY

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 Indiana 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 Indiana 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 the 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.

(1). **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.

(c) 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.

MUNCIE HOUSING AUTHORITY

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.



SECTION II

**CONTRACT
CONDITIONS**

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 01/31/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) **Non-construction contracts** (*without* maintenance) greater than \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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

3. Termination for Convenience and Default

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

Section II - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the Contractor 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 subcontractor 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.

17. 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.

18. 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.

19. 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.

20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 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 other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 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) Noncompliance 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 HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

SPECIAL CONDITIONS
MUNCIE HOUSING AUTHORITY

SPECIAL CONDITIONS

These Special Conditions are in addition to the General Conditions, HUD – 5370 (11/2006). If a conflict exists, the Special Conditions supersede the General Conditions.

SECTION I - PROJECT LOCATION

The subject property owned by the Muncie Housing Authority is located in the City of Muncie. The exact address and/or number of units (if applicable) are noted in the attached specifications.

SECTION II - PLAN OF OPERATION FOR BED BUG TREATMENT

The Contractor shall submit to the Housing Authority, **along with other Required Submission Documents**, the actual process for treatment of a bed bug infestation. The process information should include prep work required before treatment, what kind of chemicals/other treatments will be used and how they will be applied, if the resident needs to leave the unit during treatment and for how long, and what kind of follow up will be done.

SECTION III - NOTICE TO PROCEED (in addition to HUD-5370)

Upon approval of the Contract documents and the Contractor's plan of operations, the Housing Authority shall issue a written Notice to Proceed to the Contractor. The Contractor, upon receipt of the Notice to Proceed, shall commence work upon the date stipulated.

SECTION IV - RESPONSIBILITIES OF THE CONTRACTOR

Except as otherwise specifically stated in the Contract documents, General Conditions to the contract, and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, and all other services whatsoever necessary for the performance of the Contract.

SECTION V - COMMUNICATIONS

- A. All notices, demands, requests, approvals, proposals, and claims must be in writing.
- B. Any notice or demand upon the Contractor shall be sufficiently given: if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Housing Authority); if deposited in the United States mail in a sealed, postage-prepaid envelope; if delivered with charges prepaid to any telegraph company for transmission (in each case addressed to such office); or as may from time to time be given to the Contractor's duly authorized field superintendent.

SPECIAL CONDITIONS

- C. All papers required to be delivered to the Housing Authority shall, unless otherwise specified in writing to the Contractor, be delivered to the Authority's Office, 409 East First Street, Muncie, Indiana. Any notice or demand upon the Housing Authority shall be sufficiently given if so delivered with charges prepaid to any telegraph company for transmission to said Housing Authority at such address, to such representative of the Housing Authority, or to such other address as the Housing Authority may subsequently specify in writing to the Contractor for such purpose.
- D. The Contractor shall designate in writing at the time of execution of the Contract the name of its duly authorized representative with whom the Housing Authority may transmit all business in connection with the operating of the Contract. The Contractor shall also designate in writing his/her duly authorized superintendent to whom the Housing Authority representative may give written **Field Notices**, which will be comprised of instructions regarding compliance with the provisions of this Contract. The Contractor will also list the address and telephone number of the person authorized to receive messages during working hours.
- E. Where not explicitly stated a reasonable time shall mean thirty (30) days.

SECTION VI - SAFETY, CLEANUP AND SPECIAL PROVISIONS

The work as required under the terms set forth in the General Conditions to Contract shall be performed in a coordinated and safe manner as stated and as herein provided:

- A. No combustible debris shall be thrown, stored or burned on the property, adjacent parcels, sidewalks, streets or alleys. Debris created from work at the property must be disposed of immediately.
- B. Any debris caused by the Contractor shall be removed from the work area daily, put in the Contractor's containers, and disposed of off site by the Contractor. The use of resident or Authority refuse containers for any purpose is strictly forbidden under this/her Contract
- C. If during the prosecution of the work by the Contractor the daily cleanup provision of the Contract is not observed or an unsafe or hazardous condition is created which may adversely affect persons or property, the Housing Authority may in its discretion undertake cleanup and deduct the cost of the same from the Contract amount. This provision, if exercised by the Housing Authority, does not relieve or release the Contractor and his/her sureties from any of their responsibilities or obligations under his/her Contract.

SECTION VII - CHANGES IN THE WORK (in addition to HUD-5370)

The Housing Authority may make changes in the Scope of Work required to be performed by the Contractor by making additions thereto or by omitting work therefrom without invalidating the Contract, without relieving or releasing the Contractor from any of his/her obligations under the Contract or any guarantee given by him/her pursuant to the Contract provisions, without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or

SPECIAL CONDITIONS

sureties of said bonds, provided that the total net amount of the charges does not change the Contract amount by more than 25%. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

SECTION VIII - RESIDENTS' BELONGINGS

The Contractor shall be reasonably responsible for damage to or loss of residents' property while working on the specific premises.

SECTION IX - VEHICLES PROHIBITED ON PREMISES EXCEPT BY SPECIAL PERMISSION

No automotive vehicle, truck, tractor, or wheeled and self-propelled vehicles shall be permitted to operate on the premises, except on bona fide streets, avenues, or parking lots, without proper approval of the Housing Authority representative.

SECTION X - OBJECTIONABLE EMPLOYEE

The Housing Authority reserves the right to request the Contractor to dismiss from the work any employee who it may deem incompetent, careless, insubordinate, or otherwise objectionable.

SECTION XI - INSURANCE (in addition to HUD-5370)

The Contractor shall be required to have insurance coverage in the amounts and types as specified in Section 36 of the General Conditions throughout the time of the Contract. The Housing Authority shall be co-insured under endorsement to these policies and shall be given ten (10) days notice in the event of cancellation. The Contractor on all insurance certificates and/or policies provided by him/her for this Contract shall name the Muncie Housing Authority as additional insured by endorsement to the policy.

Prior to commencement of Work, the Contractor and each of his/her subcontractors shall furnish the Authority with evidence showing that the following insurance coverage is in force and will cover all operations under the Contract:

The Comprehensive General Liability shall include all of the following:

1. Operations of the Contractor.
2. Operations of the subcontractors (contingent).
3. Products/Completed Operations (to be carried for one year after completion of the Contract).
4. Broad Form of Property Damage (including completed operations).
5. Personal Injury Liability (Perils A, B, C).
6. Employees and Additional Insured.
7. Property Damage Hazards - Explosion, collapse and underground, if an exposure exists.
8. Broad Form Blanket Contractual.
9. Owned, non-owned and hired motor vehicle.

Insurance required shall be written for not less than the following:

SPECIAL CONDITIONS

1. Worker's Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
 - c. Employer's Liability: \$100,000

2. Comprehensive General Liability (including premises-operations, Independent Contractor's Protective, Products and Completed Operation Broad Form Property Damage):
 - a. Bodily Injury: each occurrence - \$1,000,000
 - b. Property Damage:
 - (1) Each occurrence - \$500,000
 - (2) Annual aggregate - \$500,000

3. Contractual Liability:
 - a. Bodily Injury: each occurrence - \$500,000
 - b. Property Damage:
 - (1) Each occurrence - \$500,000
 - (2) Annual aggregate - \$500,000

4. Personal Injury with Employment Exclusion Deleted: Annual aggregate - \$500,000.

5. Completed Operations and Products Liability: Shall be maintained for one (1) year after final payment.

6. Property Damage Liability Insurance: Shall include coverage for the following hazards - X, C, and U coverage.

7. Comprehensive Automobile Liability:
 - a. Bodily Injury:
 - (1) Each person - \$500,000
 - (2) Each occurrence - \$500,000
 - b. Property Damage: each occurrence - \$500,000

SECTION XII - PAYMENTS

- A. The Contractor shall submit invoices monthly which will be paid net 30. No payment made under the Contract shall act as a waiver of the right of the Housing Authority to require the fulfillment of all of the terms of the Contract.

SECTION XIII - SPECIAL CONDITIONS

The Contractor and his/her subcontractors and workmen shall carry a driver's license wherever required and shall provide proof of such licensure upon request.

SPECIAL CONDITIONS

SECTION XIV - GENERAL GUARANTY (in addition to HUD-5369-C)

The Contractor shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting therefrom, which may appear within the period of **one year from final payment**, unless noted differently elsewhere.

SECTION XV - SECTION 3 OF THE HUD ACT OF 1968 (U.S.C. 1701u)

All section 3 covered contracts 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 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 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 other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 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.

SPECIAL CONDITIONS

- F. Noncompliance 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 HUD assisted contracts.

SECTION XVI - LABOR FORCE LISTING

The Contractor will submit with the executed contract; a listing of all present employment positions needed to implement the specified work, a listing of vacant positions and requirements to perform job duties.

The Contractor will submit their plan to comply with the requirements of Section 3 of the HUD Act of 1968 (12 U.S.C. 1701). The contractor will not be given the Notice to Proceed until tangible evidence of compliance is given.

MUNCIE HOUSING AUTHORITY

CONTRACT WITH INDEPENDENT CONTRACTOR

This Contract is made this _____ day of _____, 20____, 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 _____ (herein after 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 completion work herein designated as **Pest Control Services OP 005,006,008-24-3-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 Attached Pricing Sheet (\$ _____) for services specified in the Scope of Work.

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 references and to complete all work within **February 1, 2025 to January 31, 2027 with option to renew for a third year** 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 are by the Contractor or by any sub-contractor or anyone directly 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 judgments, 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 Contractor'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:
- 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 as provided in Article 2 above. Payment shall become due and payable on a net 30 basis.
- 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, of 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 Owners' 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 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 affect 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 under this contract, shall be addressed as follows:

CONTRACTOR

Company Name

Contact Name

Contact Title

Address

City, State, Zip

OWNER

Muncie Housing Authority
Company Name

Curtisa Goodwin
Contact Name

Chief Executive Officer
Contact Title

409 E First Street
Address

Muncie, IN 47302
City, State, Zip

- J. This contract and all documents specifically incorporated by reference represent the entire agreement between the parties and supersedes 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 Conditions of the Contract for Non-Construction (HUD Form 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 _____, _____

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

_____, a Notary Public for the

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 _____, _____

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

_____, a Notary Public for the

County of: _____

State of: _____

SEAL

My Commission Expires: _____

"REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-4799
Revision No.: 26
Date Of Last Revision: 12/23/2024

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Indiana

Area: Indiana County of Delaware

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.42***
01012 - Accounting Clerk II		17.30***
01013 - Accounting Clerk III		19.35
01020 - Administrative Assistant		25.42
01035 - Court Reporter		20.99
01041 - Customer Service Representative I		15.06***
01042 - Customer Service Representative II		16.43***
01043 - Customer Service Representative III		18.44
01051 - Data Entry Operator I		15.33***
01052 - Data Entry Operator II		16.73***
01060 - Dispatcher, Motor Vehicle		18.47
01070 - Document Preparation Clerk		16.73***
01090 - Duplicating Machine Operator		16.73***
01111 - General Clerk I		14.75***
01112 - General Clerk II		16.09***
01113 - General Clerk III		18.06

01120 - Housing Referral Assistant	23.41
01141 - Messenger Courier	13.62***
01191 - Order Clerk I	15.33***
01192 - Order Clerk II	16.73***
01261 - Personnel Assistant (Employment) I	18.77
01262 - Personnel Assistant (Employment) II	20.99
01263 - Personnel Assistant (Employment) III	23.41
01270 - Production Control Clerk	24.64
01290 - Rental Clerk	16.58***
01300 - Scheduler, Maintenance	18.77
01311 - Secretary I	18.77
01312 - Secretary II	20.99
01313 - Secretary III	23.41
01320 - Service Order Dispatcher	17.76
01410 - Supply Technician	25.42
01420 - Survey Worker	17.48***
01460 - Switchboard Operator/Receptionist	16.31***
01531 - Travel Clerk I	15.84***
01532 - Travel Clerk II	16.89***
01533 - Travel Clerk III	18.02
01611 - Word Processor I	16.73***
01612 - Word Processor II	18.77
01613 - Word Processor III	20.99
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.62
05010 - Automotive Electrician	20.77
05040 - Automotive Glass Installer	19.69
05070 - Automotive Worker	19.69
05110 - Mobile Equipment Servicer	17.72***
05130 - Motor Equipment Metal Mechanic	21.82
05160 - Motor Equipment Metal Worker	19.69
05190 - Motor Vehicle Mechanic	21.82
05220 - Motor Vehicle Mechanic Helper	17.09***
05250 - Motor Vehicle Upholstery Worker	18.72
05280 - Motor Vehicle Wrecker	19.69
05310 - Painter, Automotive	21.87
05340 - Radiator Repair Specialist	19.69
05370 - Tire Repairer	14.91***
05400 - Transmission Repair Specialist	21.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	21.16
07041 - Cook I	16.27***
07042 - Cook II	18.12
07070 - Dishwasher	12.95***
07130 - Food Service Worker	13.33***
07210 - Meat Cutter	21.16
07260 - Waiter/Waitress	10.72***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.35
09040 - Furniture Handler	15.60***
09080 - Furniture Refinisher	22.35
09090 - Furniture Refinisher Helper	17.99
09110 - Furniture Repairer, Minor	20.33
09130 - Upholsterer	22.35
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.09***
11060 - Elevator Operator	17.08***
11090 - Gardener	21.91
11122 - Housekeeping Aide	17.08***
11150 - Janitor	17.08***
11210 - Laborer, Grounds Maintenance	17.11***
11240 - Maid or Houseman	13.48***
11260 - Pruner	15.38***
11270 - Tractor Operator	20.55
11330 - Trail Maintenance Worker	17.11***

11360 - Window Cleaner	19.00
12000 - Health Occupations	
12010 - Ambulance Driver	24.37
12011 - Breath Alcohol Technician	24.37
12012 - Certified Occupational Therapist Assistant	33.43
12015 - Certified Physical Therapist Assistant	34.82
12020 - Dental Assistant	21.59
12025 - Dental Hygienist	38.42
12030 - EKG Technician	36.93
12035 - Electroneurodiagnostic Technologist	36.93
12040 - Emergency Medical Technician	24.37
12071 - Licensed Practical Nurse I	21.78
12072 - Licensed Practical Nurse II	24.37
12073 - Licensed Practical Nurse III	27.17
12100 - Medical Assistant	19.97
12130 - Medical Laboratory Technician	25.48
12160 - Medical Record Clerk	18.81
12190 - Medical Record Technician	21.03
12195 - Medical Transcriptionist	21.78
12210 - Nuclear Medicine Technologist	53.56
12221 - Nursing Assistant I	12.55***
12222 - Nursing Assistant II	14.13***
12223 - Nursing Assistant III	15.42***
12224 - Nursing Assistant IV	17.30***
12235 - Optical Dispenser	17.14***
12236 - Optical Technician	21.78
12250 - Pharmacy Technician	17.86
12280 - Phlebotomist	19.80
12305 - Radiologic Technologist	32.99
12311 - Registered Nurse I	25.74
12312 - Registered Nurse II	31.48
12313 - Registered Nurse II, Specialist	31.48
12314 - Registered Nurse III	38.09
12315 - Registered Nurse III, Anesthetist	38.09
12316 - Registered Nurse IV	45.66
12317 - Scheduler (Drug and Alcohol Testing)	30.20
12320 - Substance Abuse Treatment Counselor	20.86
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.47
13012 - Exhibits Specialist II	22.88
13013 - Exhibits Specialist III	27.99
13041 - Illustrator I	19.93
13042 - Illustrator II	24.69
13043 - Illustrator III	30.20
13047 - Librarian	25.34
13050 - Library Aide/Clerk	14.96***
13054 - Library Information Technology Systems Administrator	25.49
13058 - Library Technician	16.69***
13061 - Media Specialist I	16.51***
13062 - Media Specialist II	18.47
13063 - Media Specialist III	20.60
13071 - Photographer I	16.51***
13072 - Photographer II	18.47
13073 - Photographer III	22.88
13074 - Photographer IV	27.99
13075 - Photographer V	33.86
13090 - Technical Order Library Clerk	18.78
13110 - Video Teleconference Technician	18.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.57
14042 - Computer Operator II	21.89
14043 - Computer Operator III	24.42
14044 - Computer Operator IV	27.13
14045 - Computer Operator V	30.04

14071 - Computer Programmer I	(see 1)	23.26
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		19.57
14160 - Personal Computer Support Technician		27.13
14170 - System Support Specialist		30.04
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		31.79
15020 - Aircrew Training Devices Instructor (Rated)		38.46
15030 - Air Crew Training Devices Instructor (Pilot)		46.10
15050 - Computer Based Training Specialist / Instructor		31.79
15060 - Educational Technologist		30.94
15070 - Flight Instructor (Pilot)		46.10
15080 - Graphic Artist		23.97
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		46.10
15086 - Maintenance Test Pilot, Rotary Wing		46.10
15088 - Non-Maintenance Test/Co-Pilot		46.10
15090 - Technical Instructor		22.96
15095 - Technical Instructor/Course Developer		28.09
15110 - Test Proctor		18.54
15120 - Tutor		18.54
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.57***
16030 - Counter Attendant		11.57***
16040 - Dry Cleaner		14.25***
16070 - Finisher, Flatwork, Machine		11.57***
16090 - Presser, Hand		11.57***
16110 - Presser, Machine, Drycleaning		11.57***
16130 - Presser, Machine, Shirts		11.57***
16160 - Presser, Machine, Wearing Apparel, Laundry		11.57***
16190 - Sewing Machine Operator		15.24***
16220 - Tailor		16.22***
16250 - Washer, Machine		12.20***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.46
19040 - Tool And Die Maker		30.19
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.91
21030 - Material Coordinator		24.64
21040 - Material Expediter		24.64
21050 - Material Handling Laborer		17.27***
21071 - Order Filler		15.77***
21080 - Production Line Worker (Food Processing)		18.91
21110 - Shipping Packer		18.28
21130 - Shipping/Receiving Clerk		18.28
21140 - Store Worker I		17.42***
21150 - Stock Clerk		24.06
21210 - Tools And Parts Attendant		18.91
21410 - Warehouse Specialist		18.91
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		30.87
23019 - Aircraft Logs and Records Technician		26.52
23021 - Aircraft Mechanic I		29.80
23022 - Aircraft Mechanic II		30.87
23023 - Aircraft Mechanic III		32.03
23040 - Aircraft Mechanic Helper		24.43
23050 - Aircraft, Painter		29.05
23060 - Aircraft Servicer		26.52
23070 - Aircraft Survival Flight Equipment Technician		29.05
23080 - Aircraft Worker		27.71
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		27.71

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	29.80
II	
23110 - Appliance Mechanic	25.03
23120 - Bicycle Repairer	21.35
23125 - Cable Splicer	28.19
23130 - Carpenter, Maintenance	24.18
23140 - Carpet Layer	23.79
23160 - Electrician, Maintenance	30.93
23181 - Electronics Technician Maintenance I	23.79
23182 - Electronics Technician Maintenance II	25.84
23183 - Electronics Technician Maintenance III	26.89
23260 - Fabric Worker	22.62
23290 - Fire Alarm System Mechanic	26.30
23310 - Fire Extinguisher Repairer	21.35
23311 - Fuel Distribution System Mechanic	26.30
23312 - Fuel Distribution System Operator	21.35
23370 - General Maintenance Worker	20.22
23380 - Ground Support Equipment Mechanic	29.80
23381 - Ground Support Equipment Servicer	26.52
23382 - Ground Support Equipment Worker	27.71
23391 - Gunsmith I	21.35
23392 - Gunsmith II	23.79
23393 - Gunsmith III	26.30
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.59
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.44
23430 - Heavy Equipment Mechanic	26.30
23440 - Heavy Equipment Operator	32.83
23460 - Instrument Mechanic	26.30
23465 - Laboratory/Shelter Mechanic	25.03
23470 - Laborer	17.27***
23510 - Locksmith	25.03
23530 - Machinery Maintenance Mechanic	28.94
23550 - Machinist, Maintenance	22.01
23580 - Maintenance Trades Helper	20.02
23591 - Metrology Technician I	26.30
23592 - Metrology Technician II	27.25
23593 - Metrology Technician III	28.19
23640 - Millwright	28.58
23710 - Office Appliance Repairer	25.03
23760 - Painter, Maintenance	25.09
23790 - Pipefitter, Maintenance	30.77
23810 - Plumber, Maintenance	29.29
23820 - Pneudraulic Systems Mechanic	26.30
23850 - Rigger	26.30
23870 - Scale Mechanic	23.79
23890 - Sheet-Metal Worker, Maintenance	26.30
23910 - Small Engine Mechanic	23.79
23931 - Telecommunications Mechanic I	26.30
23932 - Telecommunications Mechanic II	27.25
23950 - Telephone Lineman	26.30
23960 - Welder, Combination, Maintenance	23.09
23965 - Well Driller	26.30
23970 - Woodcraft Worker	26.30
23980 - Woodworker	21.35
24000 - Personal Needs Occupations	
24550 - Case Manager	17.61***
24570 - Child Care Attendant	13.63***
24580 - Child Care Center Clerk	17.00***
24610 - Chore Aide	13.40***
24620 - Family Readiness And Support Services Coordinator	17.61***
24630 - Homemaker	17.61***

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.63
25040 - Sewage Plant Operator	23.50
25070 - Stationary Engineer	25.63
25190 - Ventilation Equipment Tender	19.58
25210 - Water Treatment Plant Operator	23.50
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.98
27007 - Baggage Inspector	17.85
27008 - Corrections Officer	29.43
27010 - Court Security Officer	29.43
27030 - Detection Dog Handler	19.98
27040 - Detention Officer	29.43
27070 - Firefighter	29.43
27101 - Guard I	17.85
27102 - Guard II	19.98
27131 - Police Officer I	27.09
27132 - Police Officer II	30.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.39***
28042 - Carnival Equipment Repairer	15.36***
28043 - Carnival Worker	11.08***
28210 - Gate Attendant/Gate Tender	16.75***
28310 - Lifeguard	14.93***
28350 - Park Attendant (Aide)	18.74
28510 - Recreation Aide/Health Facility Attendant	13.68***
28515 - Recreation Specialist	23.22
28630 - Sports Official	14.93***
28690 - Swimming Pool Operator	22.13
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.18
29020 - Hatch Tender	24.18
29030 - Line Handler	24.18
29041 - Stevedore I	22.62
29042 - Stevedore II	25.14
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.62
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.65
30021 - Archeological Technician I	18.58
30022 - Archeological Technician II	21.49
30023 - Archeological Technician III	25.75
30030 - Cartographic Technician	25.75
30040 - Civil Engineering Technician	24.84
30051 - Cryogenic Technician I	23.91
30052 - Cryogenic Technician II	26.41
30061 - Drafter/CAD Operator I	18.58
30062 - Drafter/CAD Operator II	21.49
30063 - Drafter/CAD Operator III	23.17
30064 - Drafter/CAD Operator IV	28.52
30081 - Engineering Technician I	16.48***
30082 - Engineering Technician II	18.50
30083 - Engineering Technician III	21.32
30084 - Engineering Technician IV	27.03
30085 - Engineering Technician V	31.36
30086 - Engineering Technician VI	37.94
30090 - Environmental Technician	24.30
30095 - Evidence Control Specialist	21.59
30210 - Laboratory Technician	20.75
30221 - Latent Fingerprint Technician I	23.91
30222 - Latent Fingerprint Technician II	26.41
30240 - Mathematical Technician	25.78
30361 - Paralegal/Legal Assistant I	21.29
30362 - Paralegal/Legal Assistant II	26.38
30363 - Paralegal/Legal Assistant III	32.27

30364 - Paralegal/Legal Assistant IV	39.04
30375 - Petroleum Supply Specialist	26.41
30390 - Photo-Optics Technician	25.75
30395 - Radiation Control Technician	26.41
30461 - Technical Writer I	23.36
30462 - Technical Writer II	28.58
30463 - Technical Writer III	34.58
30491 - Unexploded Ordnance (UXO) Technician I	29.00
30492 - Unexploded Ordnance (UXO) Technician II	35.08
30493 - Unexploded Ordnance (UXO) Technician III	42.05
30494 - Unexploded (UXO) Safety Escort	29.00
30495 - Unexploded (UXO) Sweep Personnel	29.00
30501 - Weather Forecaster I	28.52
30502 - Weather Forecaster II	34.69
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.17
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.08
31020 - Bus Aide	17.06***
31030 - Bus Driver	23.14
31043 - Driver Courier	17.21***
31260 - Parking and Lot Attendant	14.59***
31290 - Shuttle Bus Driver	17.52***
31310 - Taxi Driver	15.05***
31361 - Truckdriver, Light	18.35
31362 - Truckdriver, Medium	22.44
31363 - Truckdriver, Heavy	26.98
31364 - Truckdriver, Tractor-Trailer	26.98
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.10***
99030 - Cashier	12.94***
99050 - Desk Clerk	13.40***
99095 - Embalmer	29.00
99130 - Flight Follower	29.00
99251 - Laboratory Animal Caretaker I	16.16***
99252 - Laboratory Animal Caretaker II	17.25***
99260 - Marketing Analyst	28.54
99310 - Mortician	29.00
99410 - Pest Controller	25.65
99510 - Photofinishing Worker	15.24***
99710 - Recycling Laborer	21.85
99711 - Recycling Specialist	26.24
99730 - Refuse Collector	19.64
99810 - Sales Clerk	14.45***
99820 - School Crossing Guard	19.64
99830 - Survey Party Chief	23.85
99831 - Surveying Aide	14.69***
99832 - Surveying Technician	19.14
99840 - Vending Machine Attendant	26.24
99841 - Vending Machine Repairer	31.17
99842 - Vending Machine Repairer Helper	26.24

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour) or 13658 (\$13.30 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being

enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 30 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."



SECTION III

SPECIFICATIONS

SCOPE OF SERVICES

PART 1 – GENERAL

- 1.01 Work covered in the Request for Proposal documents:
- A. The Specifications prepared illustrate a project which includes pest control at five different sites.
- 1.02 The successful responder will be awarded a two-year contract, beginning May 1, **2025, and ending April 30, 2027** with an option to renew an additional year. If the contract is not renewed and the Contractor continues services past the end of the contract, the Contractor by doing the work agrees to abide by this contract until the owner requests cancellation of services or a new contract is issued.
- 1.03 The proposal must list costs for basic treatments per unit and invoices will be paid monthly net 30.

PART 2 – SCOPE OF THE CONTRACT

- 2.01 General for all work contracts
- A. The provisions of the Specifications General Requirements apply to all work.
 - B. If the Contractor has any sub-contractors or temporary workers, they are to be directed and informed about all other contract work in regard to preparatory work, coordination, and applied conditions affecting their work.
 - C. Each sub-contract shall include all preparation, materials, labor, and equipment required to perform the described services in a professional manner all as illustrated in the specifications.
 - 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 Services
- A. The Contractor shall do all of the work herein outlined.
 - B. The Contractor shall do all of 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 work, 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.

2.03 General Description of Work

- A. Contractor shall be required to provide the minimum Pest Control services outlined Herein, which shall be subject to review.
- B. The Contractor shall supply all labor, supplies, equipment and other materials necessary to perform the pest control services for all areas and buildings specified herein.
- C. The Contractor must provide an Integrated Pest Management Program that includes a combination of pest monitoring, good sanitation practices, education, appropriate solid waste management, structural deficiency corrections, cultural pest control measures, mechanical pest control measures and biological pest controls. **Contractor will also provide method of bed bug treatment.**
- D. The Contractor must provide thorough inspection of buildings and grounds to determine the presence of pests and their activities, treating only when a pest population is determined to be a nuisance, health hazard or will cause damage to property. Use of low impact chemicals indoors and outdoors and the most environmentally friendly are required to be considered first (baits, traps, gels, crack and crevice materials and pest exclusion) in highly sensitive areas.
- E. Under the contract, pest control is the use of properly registered pesticides and/or the use of approved devices at scheduled times and at pre-planned intervals to provide adequate and acceptable levels of insect and rodent population suppression at the MHA premises covered by this contract. Contractor must follow chemical application in accordance with manufacturer's label. Contractor shall supply MSDS sheets for all chemicals used.
- F. Full treatment pest control services will include inspection and treatment for rats, mice, bees, wasps, hornets, spiders, bed bugs, termites, cockroaches, ants, moths, earwigs, and silverfish plus any other pests not specifically excluded from the contract.
- G. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by MHA personnel, the Contractor shall respond within **twenty-four to forty-eight (24-48) hours** after notification to correct the situation.
- H. When necessary to install rodent bait boxes, Contractor will supply a written report to MHA which indicates the box location, date of installation and removal.
- I. The Contractors' pesticide applicator must be licensed with the State of

Indiana. The pesticide applicator applying pesticides will abide by the Code of Ethics set forth by the National Pest Management Association and follow the rules and regulations of the State of Indiana.

- J. Contractor shall provide additional measures to ensure communication between the Contractor and MHA whenever applied pesticide formulations and use patterns are considered to pose appreciable potential for human exposure. Notification to MHA personnel will be given if the area treated cannot be entered for any length of time, so that safety issues can be dealt with by the MHA personnel for safety of residents, internal and external. If the identification of insects and spiders is necessary by persons other than the pest Contractor, this will be done and MHA will be notified.
- K. Contractor shall maintain documentation that all employees have been trained in appropriate safety measures to ensure Contractor employees are performing their work in a safe manner.
- L. All sites must receive the services referenced below:
 - 1. Emergency visits during normal business hours. Normal business hours are Monday-Thursday 8:00 am to 4:30 pm.
 - 2. Monthly hand tank spraying of all common areas, including dumpster rooms and community rooms.
 - 3. Set, retrieve and dispose of baited traps for control of rats and mice.
 - 4. When a unit is treated for roaches or bedbugs, adjacent units will also be sprayed.
 - 5. If there is a problem between scheduled services Contractor will come out.

NOTE 1: The Muncie Housing Authority will reserve the right to inspect the services provided under this contract and will reserve the right to cancel the contract if specifications are not being met.

PROPERTY LIST

This schedule will be for the first 90 days

Earthstone Terrace-99 units

3500 S. Juniper Lane
Muncie, IN 47302
(765) 282-7660

One side of the complex will be treated one month, the other side the next month.

Gillespie Tower-98 units

701 W. Jackson
Muncie, IN 47305
(765) 747-9554

Week one floors 1-3 will be treated, week three floors 4-7 will be treated.

Southern Pines-100 units

4110 S. Pinewood Drive
Muncie, IN 47302
(765) 282-2050

One side of the complex will be treated one month, the other side the next month.

Autumn Woods-9 units

715,717 S. Monroe
719,721 S. Monroe
722 S. Monroe
1601,1603 E. Centennial
1607,1609 E. Centennial
(765) 288-9242

All units treated every 90 days

Main Office

409 E. 1st St.

Muncie, IN 47302

(765) 288-9242

Treated monthly

Price Hall

704 S. Madison St.

Muncie, IN 47302

(765) 288-9242

Treated monthly

After 90 days this schedule will be evaluated and the new schedule will be as follows (unless MHA and Contractor decide otherwise).

Earthstone Terrace-99 units

3500 S. Juniper Lane

Muncie, IN 47302

(765) 282-7660

1 building per month will be inspected. MHA will determine which building. Full treatment if necessary.

Gillespie Tower-98 units

701 W. Jackson

Muncie, IN 47305

(765) 747-9554

9 units per month will be inspected. MHA will determine which units. Full treatment if necessary.

Southern Pines-100 units
4110 S. Pinewood Drive
Muncie, IN 47302
(765) 282-2050

1 building per month will be inspected. MHA will determine which building. Full treatment if necessary.

Autumn Woods-9 units
715,717 S. Monroe
719,721 S. Monroe
722 S. Monroe
1601,1603 E. Centennial
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All units treated every 90 days

Main Office
409 E. 1st St.
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(765) 288-9242

Treated monthly

Price Hall
704 S. Madison St.
Muncie, IN 47302
(765) 288-9242

Treated monthly

EVALUATION AND SELECTION CRITERIA

Proposals received in response to this RFP will be evaluated by MHA staff. Only those proposals from firms which are complete and responsive to the specification set forth in consideration of this RFP will be selected for further consideration.

The evaluation factors listed below will be used as a mechanism for fairly and thoroughly evaluating the technical and cost/price, etc. of each firm's proposal submitted. Each proposal shall be evaluated only on the criteria listed below as evaluation factors.

The Muncie Housing Authority will evaluate each proposal using the following criteria with a total of 100 points:

SELECTION CRITERIA	MAXIUM POINTS
All submittal documents properly filled out and turned in	10
The ability to perform the required services by having the proper personnel and equipment available	20
Having an Affirmative Action Plan for Section 3	20
A record of past performance of similar work including work in the Housing Industry	20
Cost	30
TOTAL	100



SECTION IV

**REQUIRED SUBMISSION
DOCUMENTS**

**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)

PROPOSAL

**PEST CONTROL SERVICES
FOR
MUNCIE HOUSING AUTHORITY**

BID NO. OP 005,006,008-24-3-NC

**MUNCIE HOUSING AUTHORITY
409 EAST FIRST STREET
MUNCIE, INDIANA 47302**

To: Muncie Housing Authority

From:

Name

Street Address

City, State, Zip Code

Telephone Number

Federal Identification Number

TO WHOM IT CONCERNS:

1. The undersigned, having familiarized (himself) (herself) (themselves) with the local conditions affecting the cost of the work, and with the Specifications, (including the Non-Collusive Affidavit, the form of the Affirmative Action/Equal Opportunity Policy Statement the form of Contract, the form of Performance Bond or Bonds, the 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 Muncie Housing Authority, 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

Scope of Work, Project Identification

_____, all in accordance therewith for the sum of

TOTAL PROPOSAL PRICE: SEE BID BREAKDOWN

_____ Dollars (\$ _____)

ANY WORK PERFORMED OVER AND ABOVE ITEMS COVERED IN THE SCOPE OF WORK AND NOT INCLUDED IN THE TOTAL CONTRACT PRICE SHOULD BE PERFORMED ON A TIME AND MATERIAL BASIS. LIST BELOW HOURLY AND OVERTIME RATES OF PAY AND CORRESPONDING POSITION.

_____	_____	_____
Position	Hourly Rate	Overtime Rate
_____	_____	_____
Position	Hourly Rate	Overtime Rate
_____	_____	_____
Position	Hourly Rate	Overtime Rate
_____	_____	_____
Position	Hourly Rate	Overtime Rate
_____	_____	_____
Position	Hourly Rate	Overtime Rate

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

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

3. All payments to be made under such contract 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 responder hereby acknowledges the receipt of the following Addenda, if any, distributed by the Project Manager.

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

The names and addresses of persons interested as principles or as stockholders in the 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 responder 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.

4. The undersigned hereby agrees to complete all work shown or specified within the time specified and he/she further agrees that the Muncie Housing Authority may retain for the monies that are due or which may become due, and amount set forth in the Special Conditions for each and every day of delay not caused by the Muncie Housing Authority (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 Muncie Housing Authority incident to such delay.

The following Hold Harmless Clause is a contractual obligation to which responders shall comply: As and from the date hereof, the Vendor agrees to defend, indemnify and hold the Muncie Housing Authority harmless from any and all claims or lawsuits that may arise from the Vendor'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 Vendor of the Vendor's independent Vendors, agents employees or delegates.

Nothing herein shall be construed to obligate the Vendor 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 cooperation interested in the Proposal and that it is made without any connections with any other person or persons making a Proposal for the same work and without collusion or fraud.

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

List of Stockholders (10% ownership or more)

_____	_____	_____
Name	Address	% Ownership
_____	_____	_____
Name	Address	% Ownership
_____	_____	_____
Name	Address	% Ownership
_____	_____	_____
Name	Address	% Ownership

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 _____

Other submittals as required by the Muncie Housing Authority _____

5. In submitting this proposal, it is understood that the right is reserved by the Muncie Housing Authority to reject any and all proposals. If written notice of the acceptance of this proposal 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.

6. The responder represents that he/she has has not participated in a previous Contract or subcontract subject to Equal Opportunity clause prescribed by Executive Orders 11246, or 11625 or the Secretary of Labor; that he/she has has not filed all required reports, and that representations indicating submission of 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).

7. The Contract will be awarded to the responsible responder submitting the lowest proposal complying with the conditions of the Request for Proposal and the specifications. The lowest proposal will be determined on the basis of the Base Proposal Total for the services specified.

8. The responder shall prepare, execute and submit the following as part of the proposal:

- A. Non-Collusive Affidavit (Bids in excess of \$25,000)
- B. Certificate of Acknowledgement (ALL)
- C. Certificate of Insurance (ALL)
- D. Specific Affirmative Action Steps
- E. Representations, Certifications, and Other Statements of Bidders; HUD 5369-A (ALL)
- F. Affidavit for AA/EEO (ALL)

PROPOSAL SIGNATURE PAGE

Signed this _____ day of _____, 20_____, at
Date Month Year

Location _____.

Owner Signature

Typed Name and Title

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

Notary Public

SEAL

County of _____

State of _____

My Commission Expires: _____

PROPOSAL SIGNATURE PAGE

Signed this _____ day of _____, 20_____, at
Date Month Year

Location _____.

Contractor Signature

Typed Name and Title

subscribed and sworn or affirmed before me this _____ day of _____, 20_____

Notary Public

SEAL

County of _____

State of _____

My Commission Expires: _____

Pest Control Bid Form

AMP 005- Earthstone Terrace Basic Pest Treatment

2 Bedroom unit-1279 SF	
3 Bedroom unit-1454 SF	
4 Bedroom unit-1691 SF	
2 bedroom flat unit-918 SF	

AMP 005- Earthstone Terrace Rodent Treatment

2 Bedroom unit-1279 SF	
3 Bedroom unit-1454 SF	
4 Bedroom unit-1691 SF	
2 bedroom flat unit-918 SF	

AMP 006-Gillespie Tower Basic Pest Treatment

1 Bedroom unit-648 SF	
1 ADA End unit-615 SF	
1 ADA Corner unit-782 SF	

AMP 006- Gillespie Tower Rodent Treatment

1 Bedroom unit-648 SF	
1 ADA End unit-615 SF	
1 ADA Corner unit-782 SF	

AMP 008- Southern Pines Basic Pest Treatment

2 Bedroom unit-1279 SF	
3 Bedroom unit-1454 SF	
4 Bedroom unit-1691 SF	
2 bedroom flat unit-918 SF	

AMP 008-Southern Pines Rodent Treatment

2 Bedroom unit-1279 SF	
3 Bedroom unit-1454 SF	
4 Bedroom unit-1691 SF	
2 bedroom flat unit-918 SF	

AMP 014-Autumn Woods Basic Pest Treatment

1 Bedroom unit-896 SF	
1 Bedroom stand alone-928 SF	

AMP 014- Autumn Woods Rodent Treatment

1 Bedroom unit-896 SF	
1 Bedroom stand alone-928 SF	

Comments

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
(Check box that applies)

Sub

Signature of Contractor

Typed Name and Title

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

Notary Public

State of _____

SEAL

County of _____

My commission expires _____

**MUNCIE HOUSING AUTHORITY
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 responder has not colluded, conspired, connived or agreed, directly or indirectly, with any responder or person, to put in a sham proposal 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 proposal price of affiant or of any responder, or to fix any overhead, profit or cost element of said proposal price, or that of any other responder, or to secure any advantage against the Muncie Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

SIGNATURE OF: Responder, if the responder is an individual;
 Officer, if the responder is a corporation; or
 Partner, if the responder 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: _____

MUNCIE HOUSING AUTHORITY

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

MUNCIE HOUSING AUTHORITY

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 _____
My commission expires: _____

SEAL

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 _____
My commission expires _____

SEAL

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 V

**INSURANCE
AND
CERTIFICATIONS**

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.

LICENSE AND CERTIFICATIONS

Contractors shall provide upon demand and attach to this proposal copies of appropriate current license to do business in the State of Indiana. Contractor may include copies of Service Awards, and Certificates at its discretion.