



Gary Housing Authority

INVITATION FOR BIDS (IFB)

PROJECT NAME: PHA- WIDE LANDSCAPING SERVICES
SPECIFICATION No.: 2023-100-012
DATE OF SOLICITATION: WEDNESDAY, MARCH 29, 2023
SUBMISSION DEADLINE: THURSDAY, APRIL 20, 2023 AT 10:00 A.M.

**ALL BIDS AND OTHER COMMUNICATION
MUST BE ADDRESSED AND RETURNED TO:**

The Gary Housing Authority
Department of Procurement Services
578 Broadway, 2nd Floor
Gary, Indiana 46402

ATTENTION: Khalim Muhammad, Procurement & Contract Administrator

CONTACT: Khalim Muhammad, Procurement & Contract Administrator

PHONE: 219-881-6557, **E-MAIL:** kmhammad@garyhousing.org

Bids must be clearly marked "**SEALED BID**" and indicate the name of the project, "**PHA-Wide Landscaping Services**" the Specification Number "**2023-100-012**" and the time and the date specified for receipt. The name and the address of the Bidder must also be clearly printed on all correspondence. Bids will be accepted at The Gary Housing Authority, until **10:00 a.m. (CST), Thursday, April 20, 2023**.

Taryl L. Bonds
EXECUTIVE DIRECTOR

PROJECT INFORMATION

<u>PRE-BID CONFERENCE</u> Date, Time and Location:	Wednesday, April 5, 2023 at 10:00 a.m. The Gary Housing Authority 578 Broadway, 2nd Floor Gary, Indiana 46402
<u>SITE-VISIT/WALK THROUGH</u> Date, Time, and Location:	Immediately After Pre-Bid Meeting
<u>PROJECT DEADLINES</u> Deadline for Questions: Bid Submission Deadline:	Tuesday, April 11, 2023 at 1:00 p.m. Thursday, April 20, 2023 at 10:00 a.m.
<u>BID ADDRESSEE INFORMATION:</u>	To: Khalim Muhammad Procurement & Contract Administrator The Gary Housing Authority 578 Broadway, 2 nd Floor Gary, IN 46402
	From: Contact Name, Title Bidder's Name (Firm Name) Address Specification Name and Number Date and Hour Deadline Contract Administrator
If more than one envelope/box shall be used to deliver the package, both envelopes/boxes <u>MUST</u> clearly indicate the required information.	

INTRODUCTION & BACKGROUND

INTRODUCTION

The Gary Housing Authority (GHA) hereby requests bids from qualified landscaping contractors ("Contractors") to complete PHA-Wide Landscaping Services ("Services"), at properties which are owned and managed by the GHA.

The objective of this Invitation for Bids (IFB) is to receive sealed bids and enter into a Contract with a qualified firm and/or individual to provide the PHA-Wide Landscaping Services for the GHA.

The Invitation for Bid documents, including the Bid Forms, Specifications, and Scope of Services will be available on **March 29, 2023** for viewing and downloading at www.garyhousing.org.

In accordance with HUD requirements, the Authority is permitted to make awards only to responsible bidders possessing the ability to perform successfully under the terms and conditions of the proposed contract. Prior to award of any contract, the Authority shall conduct a pre-contract survey. Consideration will be given to such matters as bidder integrity, compliance with public policy, record of past performance, and financial and technical resources.

By signing this Agreement, if the GHA Board of Commissioners approves (if required) and GHA accepts and signs the document, the Agreement shall be binding on both parties.

The Authority reserves the right to reject any or all bids or waive any informality in the bidding.

BACKGROUND

The GHA is a public agency, formed under the United States Housing Act of 1937, charged with providing decent, safe and affordable housing for low-income persons. The GHA provides publicly assisted housing, comprised of conventional public housing and Section 8 housing. The GHA currently manages nearly 558 public housing units under the Annual Contributions Contract (ACC) in eight developments geographically divided into six asset management projects (AMPs). Additionally, the GHA administers 2,248 Housing Choice Vouchers and 53 Moderate Rehabilitation Units.

The United States Department of Housing and Urban Development ("HUD") provides the funding for this work and therefore all work performed must be in compliance with all rules and regulations of this program, and all other applicable Federal regulations including, but not limited to, Handicap Accessibility (Section 504), Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS), Davis-Bacon wage requirements, Environmental Protection Agency rules and regulations, HUD's Modernization Design Standards and Federal procurement requirements. In addition to the Federal laws, rules and regulations, all work must also be performed in compliance with state, county and local laws and regulations.

For additional information about the GHA and our programs, please visit our website at www.garyhousing.org.

BUILDING PROFILE

The GHA manages 558 low income housing units, comprised of the following properties:

GARY HOUSING AUTHORITY BUILDING AND DEVELOPMENT PROFILE					
No.	Name	Property Address	City & State	ZIP	Building Type
11-01	Genesis Towers	578 Broadway (Office)	Gary, IN	46402	Senior Citizen High Rise
11-03	Gary Manor	11 th Avenue & Broadway	Gary, IN	46402	Vacant Land
11-03	Broadway Manor	12 th Avenue & Broadway	Gary, IN	46402	Family Development
11-04	Glen Park High Rise	3280 Pierce Street (Office)	Gary, IN	46408	Senior Citizen High Rise
11-05	Concord Village 1	5001 W. 19 th Avenue (Office)	Gary, IN	46407	Family Development
11-05	Concord Village 2	19 th Avenue & Hanley Street	Gary, IN	46407	Family Development
11-05	Concord Village 3	19 th Avenue & Clinton Street	Gary, IN	46407	Vacant Land
11-05	Concord Village 4	5 th Avenue & Hamlin Street	Gary, IN	46406	Family Scattered Sites
11-07	Delaney Community (East)	2234 Attucks Place (Office)	Gary, IN	46407	Vacant Land
11-07	Delaney West	21 st Avenue & Polk Street	Gary, IN	46407	Vacant Land
11-10	Dorie Miller Homes	1722 E. 21 st Avenue (Office)	Gary, IN	46407	Vacant Land
11-10	Dorie Miller East Point	21 st Avenue & Alabama Street	Gary, IN	46407	Family Development
11-10	Dorie Miller Heights	5 th Avenue & Marion Street	Gary, IN	46403	Family Scattered Sites
N/A	Emerson High School Spaulding Elementary School	7 th Avenue & Rhode Island	Gary, IN	46402	Vacant Land with Dilapidated Structure
N/A	Horace Mann High School Vohr Elementary School	524 Garfield Street	Gary, IN	46404	Vacant Land with Dilapidated Structure
N/A	Ernie Pyle Elementary School	20 th Avenue & Ellsworth Street	Gary, IN	46404	Vacant Land with Dilapidated Structure
N/A	Watson School for Boys Drew Elementary School	2065 Mississippi Street	Gary, IN	46407	Vacant Land with Dilapidated Structure
N/A	Broadway Downtown Corridor	5 th , 6 th , & 7 th Avenue & Broadway	Gary, IN	46402	Vacant Land

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PART I - DEFINITIONS

Wherever applicable in this Invitation for Bid (IFB), the following terms, or pronouns in place of them, or Abbreviations are used; the interpretation and meaning shall be interpreted as follows:

"Attachments"	means all exhibits attached hereto and/or incorporated by reference herein;
"Authority"	means the Gary Housing Authority;
"Authority Representative"	means the person or persons authorized by the Authority to act on behalf of this Invitation for Bid;
"Authority Website"	means www.garyhousing.org ;
"Bid"	as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price for performance of the work, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract documents;
"Bid Bond"	means a bond, deposit or guarantee issued by a surety company to ensure bidder will accept and perform the work under the Contract terms, including attempting to withdraw or otherwise not fulfill the Contract.
"Bid Due Date"	means the calendar day by which bids must be received by the Authority;
"Bid Time"	means the time by which bids must be received by the Authority;
"Bidder"	means an entity that submits a bid;
"Business Day"	means business days (Monday through Friday, excluding Saturday & Sunday or legal holidays) in accordance with the world-wide accepted business calendar;
"Calendar Day"	means calendar days (Sunday through Saturday, excluding legal holidays) in accordance with the world-wide accepted calendar;
"Contact Person"	refers to Contractor's management level personnel who will work as liaison between the Authority and the Contractor and be available to respond to any problems that may arise at a work site;
"Contract"	means a formal written Contract between the Authority and a preferred bidder to undertake the Services, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof;
"Contract Term/Period"	for purposes of this Contract means the period the Services will begin and end.
"Contractor"	refers to the person, firm, entity or corporation who is awarded this Contract;
"Contract Documents"	are herein as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;
"Contracting Officer"	means the Executive Director, or an official authorized by the Executive Director to enter into and/or administer Contracts and make related determinations and findings;
"CPO"	refers to the Procurement & Contract Administrator, for the Gary Housing Authority, and any representative duly authorized in writing to act on the CPO's behalf;
"Deliverables"	means any work, documents, reports, information, etc. to be provided by the Contractor to the Authority;

"Executive Director"	refers to the Executive Director of the Gary Housing Authority, and any representative duly authorized in writing to act on the Executive Director's behalf;
"Force Majeure Event"	means events beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage);
"GHA"	refers to the Gary Housing Authority;
"Holidays"	means the following days in accordance with industry standards; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day;
"Invitation for Bids"	a formal request to prospective vendors soliciting price quotations or bids;
"Payment and Performance Bond"	means a bond or guarantee that Contractor has successfully completed the work and those Sub-Contractors and suppliers have been paid.
"Pre-Bid Conference"	means the day scheduled by the Authority to discuss requirements under this Invitation for Bid;
"Purchase Order"	means a formal written Contract between the Authority and the lowest responsive and responsible Bidder to undertake the Services, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof;
"Reporting Formats"	means the appearance in which a report is submitted by the Contractor to the Authority;
"Respondent"	refers to the person, firm, entity or corporation who is submitting a response to the subject solicitation and or awarded this Contract;
"Service Start Date"	means the first day Services are to begin.
"Service End Date"	means the last day Services are to be completed and invoiced.
"Service Location"	refers to the location where the product or service is to be provided by the Contractor;
"Services"	means the Services to be performed by the Contractor hereunder, including provision of all labor materials, equipment, supplies and other incidentals necessary or convenient to the successful completion of the work;
"Site"	means the place or places where the Services are to be performed;
"Sub-Contractor"	means any person or entity with whom the Contractor contracts to provide any part of the work, including subcontractors of any tier, suppliers and material men, whether or not in privacy with the Contractor;
"Supervisor"	refers to Contractor's management level personnel who will work as liaison between the Gary Housing Authority;
"Vendor"	refers to the person, firm, entity or corporation who submits a bid or quotation;
"Work"	means the interior renovation.
"Work Site"	refers to the location where the work is to be performed.

Unless a contrary meaning is specifically noted elsewhere, words as required, as directed, as permitted, and similar words mean that requirements, directions of, and permission of the Executive Director, are intended; similarly the words approved, acceptable, satisfactory, or words of like imports, will mean approved by, acceptable to, or satisfactory to the Executive Director. The words necessary, proper, or words of like import as used with respect to extent of work specified will mean that work must be conducted in a manner, or be of character which is necessary or proper in the opinion of the Executive Directors' judgment in such matters will be considered final and incontestable by the Contractor.

Wherever the imperative form of address is used, such as provide equipment required it will be understood and agreed that such address is directed to the Contractor.

PART II - SPECIAL CONTRACT PROVISIONS

1. DOWNLOADABLE DOCUMENTS

Copies of the Invitation for Bid ("IFB") are available **by request via email** to kmuhammad@garyhousing.org, or by visiting the GHA website at www.garyhousing.org. Bidders who retrieve copies of the IFB via the website are responsible for notifying and registering with the GHA via email at kmuhammad@garyhousing.org and checking the website for any addendums and/or additional information added. Contractors are also strongly encouraged to register your firm as a potential vendor on the GHA website for this solicitation and any future solicitations as well.

The bidder is responsible for checking the GHA website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the GHA's website will not relieve the bidder from being bound by any additional terms and/or conditions in the clarification and/or addenda. The GHA will not be responsible for bidder's failure to consider additional information contained therein in preparing the bid.

Any harm to the bidder resulting from such failure to adhere to these requirements will not be valid grounds for a protest against award(s) made under this bid solicitation.

2. EXECUTION OF BID DOCUMENTS

If bidder is a corporation, the President and Secretary must execute the bid and the corporate seal must be affixed. In the event that this bid is executed by other than the President, attach a certified copy of that section of corporate by-laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Procurement & Contract Administrator must be submitted.

If bidder is a sole proprietorship, the sole proprietor must execute the bid. A "Partnership", "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Indiana county in which located, as provided in IC 23-15-1-1.

Bids must be submitted with original signatures in the space provided on the appropriate Bid Execution Page and wherever else original signatures are required. Bids not properly signed and notarized may be rejected.

3. SUBMISSION OF BIDS

All prospective bidders must submit bids and bid bonds (if required) enclosed in sealed envelope(s) addressed to: The Gary Housing Authority, Department of Procurement Services, 578 Broadway, 2nd Floor, Gary, Indiana 46402 **MUST** be marked "SEALED BID" and **MUST** carry the following information on the face of envelope: Bidder's Name, Address, Specification Name, Specification Number, date and hour designated for bid opening as shown on the legal advertisement or otherwise noted in an official addendum. If more than one envelope will be used to deliver the bid (i.e. brown Kraft envelope inside a Federal Express envelope) then both envelopes **MUST** clearly indicate the required information.

4. LIABILITY

As referenced by and in addition to HUD General Conditions (HUD-5370), Contractor will assume entire liability for any and all damages or injury caused by or to Contractor's workmen while engaged in the execution of this Contract.

5. INDEMNIFICATION

The Contractor agrees to save and hold harmless the GHA, its officers, representatives, elected and appointed officials, agents, employees and all other associated, affiliated, allied or subsidiary entities or commission now existing or hereafter created, from and against liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses, including without limitation, fees and expenses of attorneys, expert witnesses and other consultants (at the prevailing market rate for such person or firms) which may be imposed upon, incurred by or asserted against the Agency by reason of any of the following occurring during the term of this Contract:

1. Any negligent or tortious act, error or omission of the Contractor, or any of its Sub-Contractors for whose acts any of them might be liable, regardless of whether or not it is caused in part by a person indemnified hereunder. Any failure by the Contractor, or any of its Sub-Contractors to perform its obligations, either implied or expressed under this Contract. The Contractor also agrees to hold the Agency harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by an employee of the Agency which arises out of or pursuant to the Contractor's performance or that of its Sub-Contractors under this Contract.
2. The Contractor undertakes and assumes all risk of dangerous conditions, if any, in and about any Agency premises and agrees to make an examination of all places where said Services are to be performed in order to determine whether such places are safe for the performance of the Services. The Contractor also agrees to waive and release any claim or liability against the Agency for personal injuries or property damage while performing under this Contract on premises which are not owned by the Agency.
3. In the event any action or proceeding shall be brought against the Agency by reason of any claim covered hereunder, the Contractor, upon notice from the Agency shall at its sole cost and expense, resist and defend the same with counsel of the Contractor's choice, which is acceptable to the Agency.
4. The Contractor agrees that it is its responsibility and not the responsibility of the Agency to safeguard the property and materials that it or any of its Sub-Contractors use or have in their possession while performing under this Contract. Further, the Contractor agrees to hold the Agency harmless for any loss of such property and materials used by any such persons pursuant to the Contractor's performance under this Contract or which is in their possession.
5. The indemnification obligation under this article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contractor under Worker's Compensation Acts or other employee benefit acts. In addition, the Contractor agrees to hold the Agency harmless from the payment of any deductible on any insurance policy.
6. The Contractor agrees that this Article shall apply to all matters described herein which occurs or arises between the Contractor or its Sub-Contractors and the Agency. The Contractor agrees to save the Agency harmless there from as provided in this Article.

6. RESTRICTIONS

No member, officer, or employee of the GHA or former member, or employee of the GHA who ceased to be a member, officer or employee within 1 year shall voluntarily acquire any interest, direct or indirect, in any property included or planned to be included in any Authority project, or in this Contract or any subcontract relating to any project. If any such person voluntarily acquired any such interest or had acquired any such interest prior to appointment or employment as such member, officer, or employee, then such person shall immediately disclose any such interest in writing to the GHA. Upon any such disclosure a member, officer, or employee shall not participate in any action by the GHA relating to the property or Contract in which he/she may have any such interest.

7. GENERAL CONTRACTOR

Any person who, as an investment or for compensation or with the intent to sell or to lease, (i) arranges or submits a bid or offers to undertake or purports to have the capacity to undertake or undertakes, through himself or through others, to erect, construct, alter, repair, move, install, replace, convert, remodel, rehabilitate, modernize, improve or make additions to any building as defined in City of Gary Municipal Code (section 105-379) or to any appurtenance thereto attached to real estate and located on the same lot as the building, including, but not limited to, driveways, swimming pools, porches, decks, garages, fences, fallout shelters and other accessory objects or uses; and (ii) retains for himself control over the means, method and manner of accomplishing the desired result; and (iii) whose business operations, in whole or in part, require the hiring or supervision of one or more persons from any building trade or craft, including, but not limited to, plumbing, masonry, electrical, heating, air conditioning or carpentry. The term includes nonresident general Contractors who do business within the County of Lake, City of Gary, and developers of conversion condominiums as defined in the Condominium Property Act, as amended.

"Nonresident General Contractor" means any General Contractor who is not domiciled in the City of Gary, County of Lake and has not maintained a permanent place of business or residence in the City of Gary, County of Lake for at least six (6) months.

8. GENERAL CONTRACTOR LICENSE REQUIREMENT

No person shall own, operate, conduct, manage, engage in, maintain or carry on the business of general Contractor without first having obtained a general Contractor license. The general Contractor license shall be in addition to any other license required by law, including, but not limited to, the home repairs license and the excavators license if applicable.

9. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE AND FAIR EMPLOYMENT PRACTICES

In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, HUD's General Conditions (Article 39 of HUD-5370), and/or the Indiana Fair Employment Practices, the Contractor may be declared non-responsible and therefore, ineligible for future Contracts with the Gary Housing Authority and the Contract may be cancelled or voided, in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

1. In accordance with the U.S. Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity including, but not limited to Title VI and the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and the U.S. Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to that Title; and in accordance with the Indiana Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Indiana Civil Rights Act and the Indiana Handicappers Civil Rights Act the Contractor agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular assignment or position. The Contractor hereby recognizes the right of the United States and the State of Indiana to seek judicial enforcement of the foregoing covenant against discrimination, against itself or its subContractors connected directly or indirectly with the performance of this Contract.
2. The Contractor agrees that it shall notify any Sub-Contractor(s) of the obligations relative to nondiscrimination under this Contract when soliciting same, and shall include the provision of this Article 17 in a Sub-Contract, as well as provide the Agency a copy of any Sub-Contract upon request.
3. Breach of the terms and conditions of this Section 9 shall constitute a material breach of this Contract and may be governed by the provisions of Section 23 (TERMINATION).
4. The Contractor shall post in conspicuous places available to employees and applicants for employment the Notices to be provided by the Contracting Officer that explains this clause. The Contractor shall, in all solicitations or advertisements of employment placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin.
5. Where applicable, 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 worker's 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.
6. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
7. Where applicable, the Contractor shall furnish all information and reports required by Executive Order 11246, as amended any 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.
8. 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, deemed null and void, 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 otherwise provided by law.
9. 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 shall be binding upon each Sub-Contractor or vendor. The Contractor shall take such action with respect to any Sub-Contract or purchase order as the Secretary of HUD 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 Sub-Contractor 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.

As used in this certificate, the term "Sub-Contract" includes the term "purchase order" and all other agreements effectuating purchase of supplies and Services. If this certificate is submitted as part of a bid, the term "Seller" shall be deemed to refer to the Bidder, or Sub-Contractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all non-exempt Contract/Sub-Contracts awarded while this certificate is in effect. The undersigned Seller certifies to the GHA hereinafter referred to as the Buyer:

- A. **REPORTS:** Within thirty (30) calendar days after Buyer's award to Seller of any Contract/Sub-Contract and prior to March 31 thereafter during the performance of work under said Sub-Contract, the Seller shall file Standard Form 100 entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such report.
- B. **PRIOR REPORTS:** Seller, if it has participated in previous Contract or Sub-Contract subject to the Equal Opportunity Clause (41 C.F.R. Sec. 60-1.4(a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representation indicating submission of all required compliance reports, signed by proposed Sub-Contractors, prior to awarding Sub-Contracts not exempt from the Equal Opportunity Clause.
- C. **CERTIFICATION OF NONSEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not require its employees to perform their Services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms, and wash rooms, restaurant 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 employee which 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. Contractor further agrees that (except where it has obtained identical certifications from proposed Sub-Contractors for specific time periods) it will obtain identical certifications from proposed Sub-Contractors prior to the award for Sub-Contracts exceeding Ten thousand dollars (\$10,000.00), which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Sub-Contractors (except where the proposed Sub-Contractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES.** A certification on Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a Sub-Contract exceeding ten thousand dollars (\$10,000.00), which is not exempt from the provision of the Equal Opportunity Clause. (Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001).
- D. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** Prior to one hundred twenty (120) calendar days after receipt of any Sub-Contract in the amount of fifty thousand dollars (\$50,000.00) or more from Buyer, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his (her) establishments a written affirmative action compliance program as called for in 41 C.F.R. Part 60-1.40. Seller will also require its lower-tier Sub-Contractors who have fifty (50) or more employees and receives a Sub-Contract of fifty thousand dollars (\$50,000.00) or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish a written affirmative action compliance program in accordance with 41 C.F.R. Part 60-1.40.
- E. Seller certifies that it is not currently in receipt of any outstanding letter of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO regulations.

10. NOTICES

After Contract award, all communications and notices to the GHA herein provided for will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contract Administrator by name and address listed on the cover hereof, and to the Gary Housing Authority, Department of Procurement Services, 578 Broadway, 2nd Floor, Gary, Indiana 46402.

All communications and notices to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the bidder by name and address listed on the bid.

11. CASH BILLING

Any cash billing discounts offered will not be considered in the evaluation of bids.

12. RESPONSIBILITY

In accordance with HUD General Conditions (HUD-5370) Article 5(b), the contractor shall begin work upon receipt of a written Notice to Proceed and shall not begin work prior to receiving such notice. The Gary Housing Authority will not be responsible for any products, materials and/or work furnished without a written Notice to Proceed.

13. TAXES

The Gary Housing Authority, a public federal agency, and grant recipient of the U.S. Department of Housing and Urban Development, is exempt from payment of Federal, State, and local tax. Appropriate exemption certificates will be furnished upon request.

14. SUBCONTRACTOR ACCEPTANCE

The Contractor must submit at time of bid, and for the GHA's review and approval a list of the names of all Sub-Contractors it will use for principal parts of the work and the names of major material suppliers to be used and will not employ any that the PROCUREMENT & CONTRACT ADMINISTRATOR may object to as incompetent or unfit.

The Contractor will not subcontract any portion of the Services or work to be performed hereunder without the prior written consent of the PROCUREMENT & CONTRACT ADMINISTRATOR. The subcontracting of the Services or work or any portion thereof without the prior written consent of the PROCUREMENT & CONTRACT ADMINISTRATOR will be null and void. The Contractor will not make any substitution of a Sub-Contractor without the written consent of the PROCUREMENT & CONTRACT ADMINISTRATOR. The substitution of a Sub-Contractor without the prior written consent of the PROCUREMENT & CONTRACT ADMINISTRATOR will be null and void. The PROCUREMENT & CONTRACT ADMINISTRATOR's consent will not relieve the Contractor from any of its obligations under the Contract.

The Contractor will subcontract with only competent and responsible Sub-Contractors. If, in the judgment of the PROCUREMENT & CONTRACT ADMINISTRATOR, any Sub-Contractor is careless, incompetent, violates safety or security rules, obstructs the progress of the Services, acts contrary to instructions, acts improperly, is not responsible, is unfit, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the PROCUREMENT & CONTRACT ADMINISTRATOR, discharge or otherwise remove such Sub-Contractor.

15. FALSE STATEMENTS

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update information/documentation, as well as in any other affidavits, statements or Contract documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the GHA, notwithstanding any prior review or acceptance by the GHA of any materials containing such a misrepresentation. In addition, the GHA may debar Contractor, assert any Contract claims or seek other civil or criminal remedies as a result of a misrepresentation.

16. AUDITS

The GHA may in its sole discretion audit the records of Contractor or its Sub-Contractors, or both, at any time during the term of this Contract or within five (5) years after the Contract ends, in connection with the goods, work, or Services provided under this Contract. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit, it is determined that the Contractor or any of its Sub-Contractors has overcharged the GHA in the audited period, the GHA will notify Contractor. Contractor must then promptly reimburse the GHA for any amounts the GHA has paid Contractor due to the overcharges and also some or all of the costs of the audit, as follows:

A. If the audit has revealed overcharges to the GHA representing less than five percent (5%) of the total value, based on the Contract prices, of the goods, work, or Services provided in the audited period, then the Contractor must reimburse the GHA for fifty percent (50%) of the cost of the audit and fifty percent (50%) of the cost of each subsequent audit that the GHA conducts;

B. If, however, the audit has revealed overcharges to the GHA representing five percent (5%) or more of the total value, based on the Contract prices, of the goods, work, or Services provided in the audited period, then Contractor must reimburse the GHA for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the GHA in accordance with A or B above is an event of default under this Contract, and Contractor will be liable for all of the GHA's costs of collection, including any court costs and attorneys fees.

17. SEVERABILITY

If any provision of this Contract is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case or in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Contract or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any case or circumstances, or of rendering any other provision or provisions in this Contract invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this agreement does not affect the remaining portions of this Contract or any part of it.

18. FORCE MAJEURE EVENT

Notwithstanding anything to the contrary in this Contract, neither the GHA nor the Contractor will be liable to the other party for performance of their respective obligations under this Contract if such performance is prevented by the occurrence of a Force Majeure Event. However, if the Contractor is unable to provide the goods and/or Services as required by this Contract due to the occurrence of a Force Majeure Event, and the Contractor is not able to restore full provision of the goods and/or Services within seven (7) calendar days, then the GHA may elect to terminate this Contract in accordance with this Contract. In addition, if the Contractor is prevented from providing any portion of the Services due to a Force Majeure Event, then, if so directed by the GHA, the Contractor will cause its personnel to appear before the PROCUREMENT & CONTRACT ADMINISTRATOR or any other interested group or body, as directed by the GHA, and such personnel will summarize both the Force Majeure Event and the efforts being made by the Contractor to resume the Services required by this Contract.

19. PUBLIC CONVENIENCE

All work performed under this Contract will be so conducted as to cause a minimum of dust, noise and inconvenience to the normal activities of the facility where the work is performed. The Contractor is responsible for conducting all work in such a manner as to minimize debris left in the public way and shall provide clean-up as required by the PROCUREMENT & CONTRACT ADMINISTRATOR. Whenever the PROCUREMENT & CONTRACT ADMINISTRATOR determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

The PROCUREMENT & CONTRACT ADMINISTRATOR may at any time require additional provisions if such are deemed necessary for public safety or convenience.

20. DEEMED INCLUSION

Provisions required by law, ordinances, rules, regulations, or executive orders; including but not limited to the referenced required Housing and Urban Development documents; HUD-5369 Instructions to Bidders for Contracts Public and Indian Housing Programs, HUD-5369-A Representations, Certifications and Other Statements of Bidders Public Housing, HUD-5370 General Conditions for Construction Contracts, W-9 Request for Taxpayer Identification Number and Certification, Current Applicable HUD Wage Determinations, to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract or, upon application by either party, the Contract will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after the Contract is signed prevent its enforcement.

21. MODIFICATIONS AND CHANGES

Only the Contracting Officer has the authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing. Contract modifications and changes will be handled in accordance with HUD General Conditions (HUD-5370), Articles 28 and 29.

22. CONTRACT TERM

The initial Contract period will be in effect for twelve (12) months as indicated herein. The Authority may, in its sole discretion, exercise its right to extend the Contract period up to an additional four (4) years, in one-year intervals beyond the initial Contract period. No less than thirty (30) calendar days before the expiration of the then current Contract term, the Director will give the

Contractor notice of the Authority's intent to exercise its option to renew the Contract for the approaching option period. The date on which the GHA gives notice will be denoted by the official Notification of Award.

23. TERMINATION

The GHA may terminate this Contract or any portion of the Contract, at any time by a notice in writing from the GHA to the Contractor, as per HUD Form 5370-General Conditions of the Contract for Construction Public Housing). The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

If the GHA elects to terminate the Contract in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Contract whether completed or in the process, must be delivered to the GHA within ten (10) calendar days after the effective date stated in the notice.

After the notice is received, the Contractor must restrict its activities, and those of its Sub-Contractors to winding down any activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily delivered before the effective date of the termination is on the same basis as set forth in the payment clause and as outlined in the terms and conditions. The payment so made to the Contractor is in full settlement for all Services satisfactorily delivered under this Contract. If Contractor disputes the amount of compensation determined by the GHA to be due Contractor, then the Contractor must initiate dispute settlement procedures.

24. NON-APPROPRIATION

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the GHA for payments to be made under this Contract, then the GHA will notify the Contractor of that occurrence and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the GHA to fund payments under this Contract.

25. ADDITIONAL INSURANCE REQUIREMENTS

The following are insurance requirements in addition to those contained in the *General Conditions of the Contract for Construction Public Housing* (HUD-5370):

Additional Requirements

The Contractor must furnish the Gary Housing Authority, Department of Procurement Services, 578 Broadway, 2nd Floor, Gary, Indiana 46402, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the GHA that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the GHA to obtain certificates or other insurance evidence from Contractor is not a waiver by the GHA of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the GHA retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor shall provide the GHA with a Certificate of Insurance naming the GHA and its officers, agents, employees, and consultants as an additional insured for Workers Compensation, General Liability/Professional Liability, and Automobile Liability Insurance required under the contractual agreement and shall provide the GHA with the actual insurance policy endorsement. Certificate MUST be submitted within five days of Notification of Contract Award. The GHA will not issue a fully executed copy of the Contract without receipt of the required insurance certificate meeting the requirements stated herein.

The insurance must provide for sixty (60) days prior written notice to be given to the GHA in the event coverage is substantially changed, canceled, or non-renewed. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Contractor. The Contractor agrees that insurers waive their rights of subrogation against the GHA, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law. Any insurance or self-insurance programs maintained by the GHA do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

The Contractor must require all Sub-Contractors to provide the insurance required herein, or Contractor may provide the coverages for Sub-Contractors. All Sub-Contractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract. If Contractor or Sub-Contractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

26. CLEAN UP

The Contractor must, during the progress of the work, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site and adjacent premises in a clean condition satisfactory to the GHA. Upon completion of work, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

27. SUBSTITUTION – STANDARDS

If Contractor, with or without the GHA's approval uses materials or varying features other than those specified, Contractor shall assume full responsibility for any changes to the structural, mechanical and/or electrical work, or any equipment, caused by such change. In addition, the Contractor shall be responsible for charges and drafting costs for the redesigning and re-detailing requirements. The Contractor shall reimburse the GHA for its loss if such expenses are incurred.

Reference in specification to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality, shall not be construed as limiting competition; and Contractor, in such cases, may in its sole discretion, use any article device, product, material fixture, form or type construction which in judgment of the GHA expressed in writing as equal to that specified.

If a substitution of an item, device, or article specified, which is in a lesser amount than original, a credit shall be given to the GHA. In no case shall an extra be paid to Contractor for substitution.

28. PRE-AWARD MEETING

If requested by the PROCUREMENT & CONTRACT ADMINISTRATOR, the selected bidder must attend a pre-award meeting with GHA. Attendance at this pre-award meeting is mandatory. No electronic devices for recordings of voices or images will be permitted at the pre-award meeting.

29. ENVIRONMENTALLY PREFERABLE PURCHASING PROGRAM

The Code of Federal Regulation 40 CFR Part 247 requires the Gary Housing Authority to use environmentally preferable purchasing criteria when making purchases for products and Services. Environmentally preferable purchasing refers to the procurement of products and Services that have the least adverse effect on human health and the environment when compared with competing products or Services that serve the same purpose. Products identified as having the least adverse effect on human health and the environment are referred to as environmentally preferable products (EPP). In determining the effect of a product on human health and the environment, consideration may be given to raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product. EPPs minimize the consumption of natural resources; reduce the creation of solid waste, air pollution, or water pollution; minimize the use of materials or processes which compromise the environment; contribute to the goal of mitigating climate change; and/or promote the use of non-toxic substances and avoid toxic materials or processes.

Fourteen (14) basic categories are used to provide guidance as to what constitutes an EPP. These categories include:

- Alternative Energy Source
- Bio-Based
- Biodegradable
- Compostable
- High Recycled Content
- Low Toxicity
- Low Volatile Organic Compound (VOC)
- Pollution (air, water, solid waste) Reduction
- Recyclable
- Repairable
- Resource Efficient (water conserving and/or energy efficient)

- Reusable
- Sustainable Agriculture Practice
- Least Adverse Effect on Climate Change

Furthermore, the GHA is required to purchase recycled content products rather than non-recycled products whenever price, quality, and availability are comparable. In addition, the GHA will utilize the U.S Environmental Protection Agency's (EPA) guidelines for minimum recycled content product standards as a means to meet product preferences consistent with the Code of Federal Regulation 40 CFR 247. Guidelines can be obtained at www.epa.gov/epaoswer/non-hw/procure/index.htm.

30. SCOPE OF WORK

Please refer to attached Scope of Work/Specifications and Drawings (if any) located in Part V.

31. HOURS OF SERVICE

The hours of service shall be from 8:00 a.m. until 4:30 p.m., Monday thru Friday, excluding Holidays, or as otherwise indicated at a Pre-Bid or Pre-Construction meeting.

32. SECTION 3 – COMPLIANCE

The GHA has determined that the Contract awarded under this solicitation 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) and Title 24 of Subchapter B, Part 135 – Economic Opportunities for Low –Income Persons. 24 CFR 135.3 Section 3 Compliance requires that any Contract or Sub-Contract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, Contracting, and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low – income persons. Bidders shall be deemed to have demonstrated compliance with the “greatest extent feasible” requirement of Section 3 at the date and time published for bid opening by submitting a direct hiring plan that is, in the GHA's sole discretion, equitable by no arbitrary, non-capricious criteria. If after selection of a bidder, but prior to execution of a Contract, a bidder's hiring plan is deemed inequitable, the GHA shall endeavor to negotiate a specific number of public housing residents, other than Section 3 Residents, to be trained or employed on Section 3- covered assistance and may require the utilization of one or several tiers in combination to achieve compliance by bidder to the greatest extent feasible.

33. MBE/WBE/DBE – ASSISTANCE TO SMALL AND OTHER DISADVANTAGED BUSINESSES

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, all feasible efforts shall be made to ensure that small and minority-owned businesses, women's business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of the FHA project are used when possible. Such efforts shall include, but shall not be limited to:

- A. Including such firms, when qualified, on solicitation mailing lists;
- B. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- E. Using the Services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- F. Including in Contracts, to the greatest extent feasible, a clause requiring Contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subContracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in **24 CFR Part 135** (so-called Section 3 businesses); and
- G. Requiring prime Contractors, when sub-contracting is anticipated, to take the positive steps listed above.

Goals shall be established periodically for participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in FHA prime Contracts and subcontracting opportunities.

PART III – FORM OF BID

INTERESTED BIDDERS ARE TO EXECUTE AND SUBMIT ONE (1) COMPLETE ORIGINAL BID PACKAGE

All pages contained in the Invitation for Bids are considered original Contract documents and must be submitted as part of the complete bid package. This IFB includes documents that must be prepared, completed and/or executed by the bidder and submitted as part of its bid package.

Bidder must fully complete, sign, notarize and submit as part of its bid all documents incorporated herewith. Incomplete bids are subject to rejection.

When preparing your bid package, please refer to HUD-5369-B Instruction to Offerors Non Construction.

A. CHECKLIST

All documents contained in this IFB must be returned as part of the Bidder's Bid Package. The following is a checklist of all required documents that each Bidder must complete, prepare, sign, and/or be notarized and MUST be included in each bid package. The checklist is provided to assist in completing a responsive bid. Please review this checklist and submit with your bid all documents that are checked as a "Required Submittal". Documents that are checked "Signature Required" must be properly executed. Documents that are checked "Notary Required" must be notarized. Failure to include any of these documents may result in rejection of the bid.

Document	Required Submittal	Signature Required	Notary Required
All documents contained in the IFB	X		
Statement of Bidders Qualifications	X		
References	X		
Bid Forms	X		
Bid to be Executed by Corporation (as applicable)	X	X	X
Bid to be Executed by a Partnership (as applicable)	X	X	X
Bid to be Executed by a Sole Proprietor (as applicable)	X	X	X
Certification of Bidder Regarding Debarment, Suspension and Other Responsibility Matters	X	X	
Certification Regarding Lobbying	X	X	
Disclosure of Lobbying Activities	X	X	
Conflicts of Interest	X	X	
Non-Collusion Affidavit	X	X	X
Section 3 – Economic Opportunities for Recipients of HUD Assistance	X	X	
Special MBE/WBE Participation Summary Form	X		
MBE/WBE Sub-Contractor Affidavit	X	X	
Nature of Disclosing Party Form	X		
HUD-5369-B Instructions to Offerors Non Construction – Make sure all appropriate boxes are checked.	X	X	
HUD-5370-C Section 1- General Conditions for Non-Construction contracts (with or without Maintenance Work)	X	X	
W-9 Request for Taxpayer Identification Number & Certification	X	X	
Bid Bond Specimen (5% Bid Guarantee)			

B. STATEMENT OF BIDDERS QUALIFICATIONS:

The Contractor MUST submit with their bid package a Statement of Qualifications addressing the items enumerated below.

Organization

THE BIDDER IS:

- ☐ ☐ An individual doing business in his or her own name
- ☐ ☐ An individual doing business under a fictitious or assumed name

- ☐ ☐ A general partnership
 - ☐ ☐ Doing business under Partnership Name
 - ☐ ☐ Doing business under a fictitious or assumed name

- ☐ ☐ A Limited Partnership
 - ☐ ☐ Doing business under Partnership Name
 - ☐ ☐ Doing business under a fictitious or assumed name

- ☐ ☐ A corporation doing business in its own name
- ☐ ☐ A corporation doing business under a fictitious or assumed name

How many years has the bidder been in business as a Contractor?

How many years has the bidder been in business under its present business name?

Under what other or former names has the business operated?

Past Performance

CLAIMS AND SUITS (if the answer to any of the questions below is yes, please attach explanation.)

- ☐ ☐ Yes ☐ ☐ No Has the bidder ever failed to complete any work awarded to it?

- ☐ ☐ Yes ☐ ☐ No Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against the bidder or its officers?

- ☐ ☐ Yes ☐ ☐ No Has the bidder filed any lawsuits or requested arbitration with regard to construction contracts within the last 5 years?

- ☐ ☐ Yes ☐ ☐ No Within the last 5 years, has any officer or principal of the bidder ever been an officer or principal of another organization when it failed to complete a construction contract? (If answer is yes, please attach details.)

State average annual amount of construction work performed during the past 5 years: \$_____

State total worth of work in progress and under contract: \$_____

On separate sheet, list major construction projects the bidders has in progress, giving the name of the project owner, architect, contract amount, percent complete and scheduled completion date.

Technical Resources

Licensing: List jurisdictions and trade categories in which the bidder is legally qualified to do business, and indicate registration or license numbers, if applicable.

Experience: List categories of work that the bidder normally performs with its own forces.

On separate sheet, list the construction experience and present commitments of the key individuals of the bidder.

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C. REFERENCES

List (or include separately) a minimum of four (4) projects in which the Contractor has performed similar work. All information outlined below must be provided to allow reference checks to be performed. The identified party must be one who has first-hand knowledge regarding the operation of the contracted project and who was involved in managing the contract between the Contractor and the contracting entity.

Please complete the following information:

CONTRACTOR: _____

1. NAME OF FIRM: _____
 ADDRESS: _____
 CITY/STATE/ZIP: _____
CONTACT PERSON & TITLE : _____
 PHONE: _____
DESCRIPTION OF WORK: _____

YEAR: _____ DOLLAR AMOUNT: \$ _____
2. NAME OF FIRM: _____
 ADDRESS: _____
 CITY/STATE/ZIP: _____
CONTACT PERSON & TITLE : _____
 PHONE: _____
DESCRIPTION OF WORK: _____

YEAR: _____ DOLLAR AMOUNT: \$ _____
3. NAME OF FIRM: _____
 ADDRESS: _____
 CITY/STATE/ZIP: _____
CONTACT PERSON & TITLE : _____
 PHONE: _____
DESCRIPTION OF WORK: _____

YEAR: _____ DOLLAR AMOUNT: \$ _____
4. NAME OF FIRM: _____
 ADDRESS: _____
 CITY/STATE/ZIP: _____
CONTACT PERSON & TITLE : _____
 PHONE: _____
DESCRIPTION OF WORK: _____

YEAR: _____ DOLLAR AMOUNT: \$ _____

D. BID FORM

THE GARY HOUSING AUTHORITY
DEPARTMENT OF PROCUREMENT SERVICES
578 BROADWAY, 2ND FLOOR
GARY, INDIANA 46402

Contact Name: Khalim Muhammad
Phone No.: (219) 881-6557
Fax No.: (219) 881-6414
e-mail address: kmuhammad@garyhousing.org

SPECIFICATION NUMBER: 2023-100-012

PROJECT DESCRIPTION: PHA-Wide Landscaping Services

BID DUE DATE/TIME: Thursday, April 20, 2023 by 10:00 a.m.

(To be considered, your bid must reach us by the deadline specified or as otherwise specified via an addendum.)

BIDDER INFORMATION:

Company Name: _____ Contact Name: _____

Address: _____ City: _____ State: _____ Zip code _____

Telephone: _____ Fax: _____ Email: _____

The GHA seeks qualified individuals or firms to perform PHA-Wide Landscaping Services under the terms and conditions set forth; and in conformance with the terms and conditions of the Contract documents. The Bidder, having familiarized itself with the conditions and said requirements and documents, hereby proposes, offers and agrees, that if this Bid is accepted, the Bidder shall do all things necessary to fully perform and satisfy all terms, conditions and requirements of the said Contract Documents as delineated and after receipt of "Notice To Proceed" for and at the price/prices indicated below:

BID AMOUNT:

BID GROUP #	DEVELOPMENT NAME	TOTAL BID GROUP COST
BID GROUP #1	BROADWAY MANOR, & GARY MANOR	\$
BID GROUP #2	GLEN PARK HIGH RISE	\$
BID GROUP #3	CONCORD VILLAGE #1, #2,	\$
BID GROUP #4	CONCORD VILLAGE #3, #4	\$
BID GROUP #5	DELANEY EAST & DELANEY WEST	\$
BID GROUP #6	DORIE MILLER HOMES	\$
BID GROUP #7	EAST POINT & MILLER HEIGHTS	\$
BID GROUP #8	EMERSON HIGH SCHOOL & SPAULDING ELEMENTARY SCHOOL	\$
BID GROUP #9	HORACE MANN HIGH SCHOOL & VOHR ELEMENTARY SCHOOL	\$
BID GROUP #10	ERNIE PYLE ELEMENTARY SCHOOL	\$
BID GROUP #11	WATSON SCHOOL FOR BOYS DREW ELEMENTARY SCHOOL	\$
BID GROUP #12	BROADWAY CORRIDOR	\$
BID GROUP #13	1913 BROADWAY	\$

PERSON TO CONTACT REGARDING BID

NAME: _____ PHONE (____) _____
ADDRESS: _____
E-MAIL ADDRESS: _____

E. BID TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to:

- 1) Terms and Conditions,
- 2) Contract Plans or Drawings (as applicable),
- 3) Detailed Specifications or Scope of Services,
- 4) Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ),
- 5) Technical Specifications,
- 6) Bid Pages, and
- 7) Certifications.

The undersigned also acknowledges having received all Addenda to this solicitation as follows (*bidder to complete the following*):

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

The undersigned affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose. Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (Bidder) or prospective bidder (Bidder) or with any other person, firm or corporation relating to the price named in this bid or any other bid, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (Bidders) and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

NAME OF CORPORATION: _____
(Print or Type)

SIGNATURE OF PRESIDENT*: _____
(Or Authorized Officer)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

*Note: In the event that this bid is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST: _____
Corporate Secretary Signature
(Affix Corporate Seal)

State of _____

County of _____

This instrument was acknowledged before me on this _____ day of _____, 20__ by _____
as President (or other authorized officer) and _____ as Secretary of

(Corporation Name).

(Notary Public Seal)

Notary Public Signature: _____

Commission Expires: _____

F. BID TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to:

- 1) Terms and Conditions,
- 2) Contract Plans or Drawings (as applicable),
- 3) Detailed Specifications or Scope of Services,
- 4) Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ),
- 5) Technical Specifications
- 6) Bid Pages, and
- 7) Certifications.

The undersigned also acknowledges having received all Addenda to this solicitation as follows (*bidder to complete the following*):

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

The undersigned affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this bid, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose. Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (Bidder) or prospective bidder (Bidder) or with any other person, firm or corporation relating to the price named in this bid or any other bid, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (Bidders) and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

BUSINESS NAME: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

If you are operating under an assumed name, provide County certificate and registration number herein under as provided in the Indiana Code, IC 23-15-1-1 Sec. 1(a).

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: _____

Address: _____

State of _____

County of _____

Subscribed and sworn to before me by each of the foregoing individuals this _____ day of _____, 20____.

Notary Public Signature: _____

Commission Expires: _____ (Notary Public Seal)

G. BID TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to:

- 1) Terms and Conditions,
- 2) Contract Plans or Drawings (as applicable),
- 3) Detailed Specifications or Scope of Services,
- 4) Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ),
- 5) Technical Specifications,
- 6) Bid Pages, and
- 6) Certifications.

The undersigned also acknowledges having received all Addenda to this solicitation as follows (*bidder to complete the following*):

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

The undersigned affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this bid, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose. Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (Bidder) or prospective bidder (Bidder) or with any other person, firm or corporation relating to the price named in this bid or any other bid, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (Bidders) and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

If you are operating under an assumed name, provide County certificate and registration number herein under as provided in the Indiana Code, IC 23-15-1-1 Sec. 1(a).

Registration Number: _____

State of _____
County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ (name/s of person/s)

Notary Public Signature: _____

Commission Expires: _____

(Notary Public Seal)

H. BID ACCEPTANCE (GHA USE ONLY)

The undersigned, on behalf of the Gary Housing Authority, a federal government agency in the State of Indiana, hereby accept the foregoing bid items as identified in the bid.

Total Amount of Contract: \$ _____

Executive Director

Contract Executed on this _____ day of _____, 20____

I. CERTIFICATION OF BIDDER REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(Bidder) { _____ } certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three year period preceding this bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or Contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, thief, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
- d. Have not within a three year period preceding this bid had one or more public transaction (Federal, State or Local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this certification.

(BIDDER) { _____ } CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Date: _____

BIDDER: _____

By: _____
(Printed Name)

(Signature)

(Title)

J. CERTIFICATION REGARDING LOBBYING

I, _____,
(Name and Title of Authorized Official)

Hereby Certify on Behalf of { _____ } that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- b. If any funds other than 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 in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

BIDDER: _____

By: _____
(Printed Name)

(Signature)

(Title)

K. INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardees or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment of any lobby entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobby activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or a sub award recipient. Identify the tier of the sub-awardees, e.g., the first sub awardees- of the prime is in the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and Contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFOA) number for grants, cooperation agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (RFP) number, Invitation for Bid (IFB) number: grant announcement number: the Contract, grant or loan award number, the application/Bid control number assigned by the Federal agency. Include prefixes e.g. RFP-DE-90-00).
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual (s) performing Services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual or will be made 9planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the Services that the lobbyist has performed, or will be expected to perform, and the date (s) of any Services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying individual shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average thirty (30) minutes per response. Including 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 the burden estimate or any other respect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-004-5), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency.

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If reporting entity in No. 4 is Subawardee, enter name and address of Prime. Congressional District, if known: _____
6. Federal Department/Agency: _____		6. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI): _____		b. Individuals performing Services (Include address if different from No. 10a) (last name, first name, MI): _____
I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature _____ Print Name _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form LLL (1/96)

L. CONFLICTS OF INTEREST

(Bidder) { _____ } certifies that:

1. No employee, officer, or agent of the GHA participated in the selection, or in the award or administration of the Contractor's Agreement with the GHA, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) an the GHA employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents, (iv) his or her business associates, or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Bidder or any affiliate thereof, or has a financial or other interest in the Bidder or the Bidder's Agreement with the GHA.
2. Bidder shall not enter into any Contract, subcontract or agreement with any officer, agent or employee of the GHA during his or her tenure not for one (1) year thereafter shall any officer, agent or employee of the GHA have any interest, direct or indirect, in the Contract Agreement including the proceeds thereof.

Date: _____

BIDDER: _____

By: _____
(Printed Name)

(Signature)

(Title)

M. NON-COLLUSIVE AFFIDAVIT

(Bidder/Bidder) {_____} certifies to the best of its knowledge and belief, that:

The party making the foregoing Bid or Bid, that such Bid or Bid is genuine and not collusive or sham; that said Bidder or Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusions, or communication or conference, with any person, to fix the Bid or Bid price or affiant or of any other Bid or Bidder, or to secure any advantage against the GHA or any person interested in the proposed Contract; and that all statement in said Bid or Bid are true.

If the Bidder/Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this certification.

(BIDDER/BIDDER) {_____} CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

County of _____

State of _____

Acknowledged under oath on (date)_____

Before me by _____
(Printed Name)

(Signature)

As (title)_____

Of (firm) _____

Notary Public Signature: _____

Commission expires: _____

(Seal)

N. SECTION 3 – ECONOMIC OPPORTUNITIES FOR RECIPIENTS OF HUD ASSISTANCE

On a separate sheet, labeled 'Statement of Section 3 Compliance', please provide how your firm proposes to comply with the Section 3 Clause below. The document must be signed by the agent authorizing the submittal of the response document.

SECTION 3 CLAUSES

- 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 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 labour organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labour 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 applicant 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 Services 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 Sub-Contractor is in violation of the regulations in 24 CFR part 135. The Sub-Contractor will not subcontract with any Sub-Contractor where the Contractor has notice or knowledge that the Sub-Contractor 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, where not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD 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.
- G. With respect to Services 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 Services 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).

Further information may be found on the U.S. Department of Housing and Urban Development's website at **www.hud.gov** and in the Code of Federal Regulations (24 CFR Part 135).

PRINT NAME

TITLE

SIGNATURE

DATE

O. SPECIAL MBE/WBE PARTICIPATION SUMMARY FORM

Instructions: This form is to be completed by the Bidder as statement of self-certification of MBE/WBE Participation under this Contract.

1. SMALL BUSINESS PARTICIPATION

Is the Vendor a Small Business as defined by the size standards in 13 CFR 121?

☐ Yes ☐ No ☐ N/A

2. MINORITY BUSINESS PARTICIPATION

Is the Vendor classified as a Minority Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?

☐ Yes ☐ No ☐ N/A

MINORITY TYPE:

- | | |
|---|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Female African American |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Female Native American |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> Female Hispanic |
| <input type="checkbox"/> Asian | <input type="checkbox"/> Female Asian |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Female White American |

If "No", are any Sub-Contractors classified as Minority Business Enterprises?

☐ Yes ☐ No ☐ N/A

If "Yes", please fill in the following information:

(MBE) SUBCONTRACTOR'S FIRM	CONTRACT \$ VALUE	% OF FEE
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
TOTAL	\$ _____	_____ %

3. WOMEN-OWNED BUSINESS PARTICIPATION

Is the Vendor classified as a Woman-Owned Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?

☐ Yes ☐ No ☐ N/A

If "No", are any Sub-Contractors classified as Women-Owned Business Enterprises?

☐ Yes ☐ No ☐ N/A

If "Yes", please fill in the following information:

(WBE) SUBCONTRACTOR'S FIRM	CONTRACT \$ VALUE	% OF FEE
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
TOTAL	\$ _____	_____ %

P. MBE/WBE SUBCONTRACTOR AFFIDAVIT

Instructions: This form is to be completed by MBE/WBE Sub-Contractors being proposed for participation under this Contract.

Specification Number: _____

Project Description: _____

From: _____
(Name of MBE/WBE Firm)

MBE: Yes ☐ No ☐
WBE: Yes ☐ No ☐
DBE: Yes ☐ No ☐

Name of Prime Contractor – To: _____

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification dated _____.

The undersigned MBE/WBE firm is prepared to provide the following described goods and/or Services or supply the following described goods and/or Services in connection with the above named project:

The above described goods and/or Services are offered for the following price and described terms of payment:

if more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned MBE/WBE firm will enter into a formal written agreement for the above described goods and/or Services with the Prime Contractor, conditioned upon Prime Contractor's execution of a Contract with the GHA, and will do so within 3 business days of receipt of a signed Contract from the GHA.

(Signature of Owner, President or Authorized Agent of MBE/WBE)

Name /Title (Print)

Phone

Fax/Email

Q. NATURE OF DISCLOSING PARTY FORM

Instructions: Please complete form in its entirety. All applicable sections must be completed.

1. NATURE OF THE DISCLOSING PARTY:

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership | (Is the not-for-profit corporation |
| <input type="checkbox"/> Limited partnership | also a 501©(3))? <input type="checkbox"/> Yes |
| <input type="checkbox"/> No | |
| <input type="checkbox"/> Trust | |
| <input type="checkbox"/> Other (please specify) _____ | |

2. Name of Disclosing Party:

Address: _____
Floor/Suite: _____
City: _____
State: _____
Zip Code: _____
Phone #: _____
Fax #: _____
Email: _____

REMIT TO INFORMATION (If different from above.)

Name of Disclosing Party: _____
Address: _____
Floor/Suite: _____
City: _____
State: _____
Zip Code: _____
Phone #: _____
Fax #: _____
Email: _____

3. Please identify the state or foreign country of incorporation or organization, if applicable:

4. For legal entities not organized in the State of Indiana, has the organization registered to do business in the State of Indiana as a foreign entity? ☐ Yes ☐ No ☐ N/A

5. Please list below the full names and titles of all Executive Officers and/or all Directors of the entity. If there are no such members, write "NO MEMBERS". For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
------	-------

6. Please list below each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. **If none, state "None".**

Name	Business Address	Percentage Interest in the Disclosing Party
------	------------------	---

7. **S.S. # OR TAX ID#:** _____ ***1099 EMPLOYEE:** ☐ Yes ☐ No

8. Please list all TRADES your firm provides:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

PART IV – HUD FORMS

- **HUD-5369-B Instruction to Offerors Non-Construction**
- **HUD-5370-C Section 1 General Conditions for Non-Construction Contracts (With or Without Maintenance Work)**
- **W-9 Request for Taxpayer Identification & Certification**

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by
Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

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

23. Procurement of Recovered Materials

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

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

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

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

PART V – Scope of Work

SCOPE OF SERVICES

The Gary Housing Authority (GHA) is seeking bids from independent contractors with demonstrated professional competence and experience to provide Landscaping Services at various GHA-owned properties.

Questions:

Bidders must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, directed to the attention of Khalim Muhammad, Procurement & Contract Administrator, sent via email to kmhammad@garyhousing.org, and submitted no later than **Thursday, April 20, 2023** by 10:00a.m. The GHA reserves the right to not answer any questions after the deadline for questions.

I. TYPE OF CONTRACT / BASIS OF AWARD

- A. **TERMS FOR BASE BID:** The type of contract resulting from this IFB will be a not to exceed, firm fixed-price contract for a term of one year (or season as weather permits). The **BASE BID FOR EACH BID GROUP** will be the total unit of measure for labor and materials for complete Landscaping Services.
- B. **EXTENSION OPTION:** The Contract(s) will not bind The GHA for any contractual commitment in excess of the original contract period. The GHA in its sole discretion reserves the right to extend this contract up to 4 additional years, in one-year intervals. Contractor will be notified in writing should The GHA choose to exercise the extension option.
- C. **BASIS OF AWARD:** The GHA anticipates awarding to one or multiple contractors. Contractors are not required to bid on all Bid Groups, but are required to include all properties listed within the Bid Group(s) they wish to submit prices for. The GHA will award to the lowest, responsive and responsible Bidder(s) for each Bid Group.

II. SPRING (INITIAL)/FALL (FINAL) SITE CLEAN-UP

- A. **SPRING (INITIAL) SITE CLEAN-UP:** At the commencement of the services, Contractor shall perform a full Spring Site Clean-Up consisting of, but not limited to, raking of all turf area, removal of weeds throughout the property, removal of leaves from previous season, and removal of any trash, debris and/or blown/misplaced mulch prior to mowing.
- B. **FALL SITE CLEAN-UP:** At the conclusion of the Contract Term, Contractor shall perform a Fall Site Clean-Up consisting of, but not limited to, raking of all turf area, removal of weeds throughout the property, removal of leaves from the current season, and removal of any trash, debris and/or blown/misplaced mulch prior to mowing.
- C. **RESPONSIBILITY:** All Site Clean-Ups must be done prior to mowing so as to ensure proper equipment operation. Contractor must verify site conditions as the GHA will not be responsible for damage caused to Contractor's equipment due to failure to remove trash and/or debris prior to.

III. LANDSCAPING SERVICES/LAWN CARE

- A. Contractor shall perform all Landscaping Services and Lawn Care on the entire area of each property with no exceptions. Such Services shall include the following:
 - 1. **MOWING:** Contractor is to mow all grass in all areas of the property to maintain a uniform height not to exceed three inches, weather permitting, during cutting season (defined below). Lawns will be maintained at two to three inches. All requests for cuts shall be Bi-Weekly or by request of the GHA's Management Staff.

During each visit, the Contractor shall ensure that the following items are properly done:

- a. Routine Site Clean-Up: During each scheduled visit thereafter, Contractor shall perform a Routine Site Clean-Up to ensure that all trash, debris and/or blown/misplaced mulch are removed prior to mowing so as to ensure proper equipment operation.
- b. Grass Clippings/Mulch: Contractor shall blow and remove all grass clippings and excess mulch off-site from all sidewalks, parking lots, porches, and common areas, during each service visit. No debris and/or materials from the job operation shall be put in the GHA dumpsters.
- c. Weed Control: Weed trimmers are to be used in areas where mowers cannot reach vegetation. Contractor shall control all weeds by spraying out small weeds and hand pulling large weeds and shall remove all nuisance growth on turf and between all sidewalks, parking lots, heat and air conditioning units and curbs chemically treated with herbicides. All expansion joint weeds shall be controlled to avoid growth through cracks.
- d. Drains/Openings/Etc.: Contractor shall clean all site drainage devices, including but not limited to, area drains, grates, curb openings, drainage swells, sidewalk culverts, etc., during every service routine visit to ensure proper operation.

2. EDGE/TRIM:

General: Contractor shall neatly edge and trim, in a linear manner, so as to prevent growth over or on any sidewalks, fence lines, streets, parking areas, building foundations, dumpster pads, shrub beds, ground cover beds, planting beds, flower beds, and any other man-made or natural abutment.

IV. SCHEDULE

- A. Contractor within 10 days after signing the Contract shall issue a schedule for Landscaping Service work for each development to the GHA's Contract Administrator. Such schedule shall list the date and time that all work will commence and be completed in its entirety. This schedule once submitted can only be altered with the prior written approval of a GHA Representative.
 1. CUTTING SEASON: Cutting Season shall begin in month of May and shall end on **October 31, 2023**, depending on weather conditions, during the individual year. Should the GHA exercise its option to extend the Contract, Cutting Season for all extension years shall begin in the month of April and terminate at the end of October (approximately).
 2. HOURS: All Landscaping Services for each specific property shall commence and end on the same day (weather permitting). Contractor shall conduct all work during normal working hours from 8:30 a.m. to 4:30 p.m., unless otherwise approved in writing by the GHA's Representative or Property Manager.
 3. FREQUENCY: All Landscaping Services shall be performed on a bi-weekly basis. Each service should occur as scheduled, weather permitting, during cutting season and excluding items that are required at specific times during the Contract term. Vacant lots and school properties (**e.g. Concord Village 3, Delaney West, Delaney East, Gary Manor, Dorie Miller Homes, Broadway Corridor, 1913 Broadway, Emerson & Spaulding School, Horace Mann & Vohr School, Watson School & Ernie Pyle Elementary**) are to be cut as requested, unless otherwise noted by the GHA.

V. ADDITIONAL SERVICES

- A. ADDITIONAL/AS NEEDED: The GHA may from time to time may require additional services on an as needed basis. All services shall require prior written approval by the GHA Representative.

1. **PRUNING SHRUBS AND TREES:** Contractor shall neatly and properly prune all shrubs and trees. Pruning shall consist of the removal of all broken wood, elimination of branches that touch structures, man-made or natural abutment. Contractor shall ensure that all efforts will be made to prevent terminal growth, removal of crossover branching, and ensure overall control of height. Contractor shall perform pruning of all trees and shrubs at the commencement of the Cutting Season. Any shrub and/or tree removal requests will be administered via change order with **prior written approval** from the GHA.
2. **TREE REMOVAL:** As previously stated, any tree removal requests will be administered via change order, at the sole discretion of and with **prior written approval** from the GHA. Recommendations from the Contractor regarding the need of tree removal are welcomed, but Contractor shall not commence work without written approval from the GHA.
3. **SITE GRADING/EROSION CONTROL:** For any areas within each development where soil has washed away due to wind or improper water drainage, Contractor may be asked to provide additional soil for proper grading or employ methods of erosion control to promote a better overall site appearance. Any site grading/erosion control requests will be administered via change order, at the sole discretion of and with **prior written approval** from the GHA.
4. **ADDITIONAL MOW, CUT, EDGE & TRIM, ETC. (OUTSIDE OF CUTTING SEASON):** The GHA may require that this service be done outside of the Cutting Season. All terms under the Routine Maintenance Services noted in the Scope of Work, shall apply, excluding Cutting Season Term Period.

VI. STAFF REQUIREMENTS

- A. **QUALIFICATIONS:** Contractor shall have personnel/work crews supervised by experienced personnel to perform the work required.
- B. **QUALITY OF WORK/WORKMANSHIP:** Contractor's personnel shall conduct all work in a professional manner and in accordance to standard described herein the scope of work.
- C. **MANPOWER:** Contractor shall supply enough manpower to fulfil all properties assigned in a two week period. Extreme weather conditions will be considered.

VII. INDIVIDUAL PROPERTIES

- A. **PROPERTY LOCATIONS:** Properties that will be serviced under this Contract are as listed on the Bid Forms. Some properties might be separated by a road or be on different locations and may include recreational areas or vacant lots; therefore, **it is the Contractor's responsibility to do field verification of actual job sites to be maintained. Buildings, sidewalks and parking lots acreage have been removed from the total acreage of the land.**
- B. **CONTACT WITH RESIDENTS OR RESIDENT VISITORS:** Contractor's personnel shall make no contact with resident or resident visitors. Contractor's personnel are prohibited from using residential facilities at any time and for any purpose.
- C. **CHECK IN:** Contractor's personnel shall check in with the GHA's **Maintenance & Facilities Manager**, Property Manager or his/her assistant before commencing work. Contractor shall provide to the GHA **Maintenance & Facilities Manager** and Property Manager a clear and legible copy of the work order ticket showing all work performed, indicating the date and time of arrival and departure at the facility and that all work was done according to specifications. Work orders/tickets shall have a statement that shall be signed by the Contractor's personnel that work was performed according to specifications. Contractor shall contact the **Maintenance & Facilities Manager**, Property Manager or his/her assistant at the completion of any work and also deliver the said work order.

VIII. GENERAL INFORMATION

- A. **CONTRACTOR SAFETY AND RESPONSIBILITY:** Contractor shall practice acceptable safety precautions, follow industry safety standards, and use only industry approved safety equipment in the performance of all duties. Contractor shall maintain, at all times, all equipment in proper and safe operating conditions and in accordance with the manufacturer's specifications. Contractor must be cognizant of safety conditions and exercise extreme caution at all times and take necessary safety precautions so as to not cause harm to any persons or property while performing services under the Contract. Contractor shall cover cost of all damages caused by Contractor under the performance of this Contract. **Any damage to buildings, sewer caps, flowers and flying objects will be the responsibility of the Contractor. Contractor shall report any damages prior to cutting/weed trimming around any structure.**

Contractor shall be required to report to the GHA management officials any condition he or she may discover while providing services under this contract which might be hazardous to the public health and safety, or which affect the structural integrity of the property being serviced.

- B. **RESPONSIBILITY OF VEGETATION:** Contractor shall replace, at Contractor's expense, any and all plants or grass that dies due to Contractor's negligence. Any plants or grass that die due to reasons beyond Contractor's control shall be replaced on a per unit price basis pursuant to Contractor's proposed pricing only after prior verification and authorization of the GHA representative or Property Manager.
- C. **RECOMMENDATIONS:** The GHA will accept written recommendations to the Property Managers on ways to improve the site's landscaping, exterior signage and site sighting, paving, plant/garden recommendations and overall site improvement. If requested by The GHA, it shall be the responsibility of the bidder to furnish The GHA with sufficient data or physical samples, within a specified time, so that the GHA may determine if the goods or services offered conform to the specifications requested.

Concord Village 3, Delaney West, Delaney Community, Gary Manor, Dorie Miller Homes), (e.g. Maintenance Warehouse, DuBois Library, 1901 Broadway and 1052 Stevenson St.) Vacant units (e.g. Scattered Sites and non-dwelling structures are to be cut as requested, unless otherwise noted by the GHA.

VACANT SITES READY FOR CUTTING

• Concord Village 3 (19 th & Burr)	111,895sf,	2.56 acres
• Delaney West (21 st & Pierce)	628,026sf	14.42 acres
• Gary Manor (11 th & Madison)	168,340sf	3.86 acres
• Dorie Miller Homes (1722 E. 21 st Ave)	771,125sf	17.70 acres
• Broadway Corridor	210,000sf	4.80 acres
• Delaney East	1,401,796sf	32.18 acres
• 1913 Broadway	19,050sf	0.44 acres

OCCUPIED SITES READY FOR CUTTING (land only no buildings/pavement)

• East Point (2040 Iowa)	165,250sf	3.70 acres
• Miller Heights (6815 E. 5 th Place)	345,990sf	7.9 acres
• Concord Village 1& 2 (5001 W. 19 th Ave)	976,000sf	15.20 acres
• Concord Village 4	157,500sf	3.60 acres
• Broadway Manor (1200 Broadway)	48,367sf	1.10 acres
• Glen Park 3280 Pierce St	42,102sf	0.96 acres

SCHOOL SITES READY FOR CUTTING

• Horace Mann & Vohr (524 Garfield street)	779,355sf	8.30 acres to cut
• Emerson & Spaulding (716 E. 7 th Avenue)	390,301sf	6.98 acres to cut
• Ernie Pyle (2545 W. 19 th Place)	1,132,564sf	13.00 acres to cut
• Bernard Watson (2065 Mississippi)	528,960sf	7.36 acres to cut

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT				Property TYPE	# of Buildings
Broadway Manor				Family	6
	ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	UNIT PRICE PER ITEM	TOTAL (Unit Price X Estimated Quantity)	
CLEAN-UP					
Spring (Initial)		1	\$	\$	
Fall		1	\$	\$	
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care					
Routine Clean Up		12	\$	\$	
Edge and Trim					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide		0	\$	\$	
PRUNING OF TREES AND BUSHES					
Pruning		0	\$	\$	
TOTAL FOR PROPERTY BROADWAY MANOR				\$	

BROADWAY MANOR FAMILY DEVELOPMENT

SITE NAME	ADDRESS	ZIP CODE
BROADWAY MANOR	1208 BROADWAY	GARY, IN 46407
BROADWAY MANOR	1210 BROADWAY	GARY, IN 46407
BROADWAY MANOR	1212 BROADWAY	GARY, IN 46407
BROADWAY MANOR	1214 BROADWAY	GARY, IN 46407
BROADWAY MANOR	1224 BROADWAY	GARY, IN 46407
BROADWAY MANOR	1226 BROADWAY	GARY, IN 46407
BROADWAY MANOR	1228 BROADWAY	GARY, IN 46407
BROADWAY MANOR	1230 BROADWAY	GARY, IN 46407
BROADWAY MANOR	10 WEST 13TH AVE	GARY, IN 46407
BROADWAY MANOR	12 WEST 13TH AVE	GARY, IN 46407
BROADWAY MANOR	14 WEST 13TH AVE	GARY, IN 46407
BROADWAY MANOR	16 WEST 13TH AVE	GARY, IN 46407
BROADWAY MANOR	1201 WASHINGTON ST	GARY, IN 46407
BROADWAY MANOR	1203 WASHINGTON ST	GARY, IN 46407
BROADWAY MANOR	1205 WASHINGTON ST	GARY, IN 46407
BROADWAY MANOR	1207 WASHINGTON ST	GARY, IN 46407
BROADWAY MANOR	1221 WASHINGTON ST	GARY, IN 46407
BROADWAY MANOR	1223 WASHINGTON ST	GARY, IN 46407
BROADWAY MANOR	1225 WASHINGTON ST	GARY, IN 46407
BROADWAY MANOR	1227 WASHINGTON ST	GARY, IN 46407
BROADWAY MANOR	1241 WASHINGTON ST	GARY, IN 46407
BROADWAY MANOR	1243 WASHINGTON ST	GARY, IN 46407
BROADWAY MANOR	1245 WASHINGTON ST	GARY, IN 46407
BROADWAY MANOR	1247 WASHINGTON ST	GARY, IN 46407

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT				Property TYPE	# of Buildings
Gary Manor				Vacant	0
ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	UNIT PRICE PER ITEM	TOTAL (Unit Price X Estimated Quantity)		
CLEAN-UP					
Spring (Initial)	1	\$	\$		
Fall	1	\$	\$		
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care	12	\$	\$		
Routine Clean Up					
Edge and Trim					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide	0	\$	\$		
PRUNING OF TREES AND BUSHES					
Pruning	0	\$	\$		
TOTAL FOR PROPERTY GARY MANOR				\$	

GARY MANOR FAMILY DEVELOPMENT

SITE NAME	ADDRESS	ZIP CODE
GARY MANOR (VACANT LAND)	11TH AND MADISON	GARY, IN 46402

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT		Property TYPE	# of Buildings
Glen Park		High Rise	1
ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	UNIT PRICE PER ITEM	TOTAL (Unit Price X Estimated Quantity)
CLEAN-UP			
Spring (Initial)	1	\$	\$
Fall	1	\$	\$
ROUTINE MAINTENANCE SERVICES			
Grass Mowing & Care	12	\$	\$
Routine Clean Up			
Edge and Trim			
FERTILIZER/HERBICIDE APPLICATIONS			
Fertilizer/Herbicide	0	\$	\$
PRUNING OF TREES AND BUSHES			
Pruning	0	\$	\$
TOTAL FOR PROPERTY GLEN PARK			\$

GLEN PARK SENIOR HIGH RISE

SITE NAME	ADDRESS	ZIP CODE
GLEN PARK SENIOR HIGH RISE	3280 PIERCE STREET	GARY,IN 46408

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT				Property TYPE	# of Buildings
Concord Village #1				Family	16
	ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	UNIT PRICE PER ITEM	TOTAL (Unit Price X Estimated Quantity)	
CLEAN-UP					
Spring (Initial)		1	\$	\$	
Fall		1	\$	\$	
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care		12	\$	\$	
Routine Clean Up					
Edge and Trim					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide		0	\$	\$	
PRUNING OF TREES AND BUSHES					
Pruning		0	\$	\$	
TOTAL FOR PROPERTY CONCORD VILLAGE #1				\$	

CONCORD VILLAGE #1 FAMILY DEVELOPMENT

SITE NAME	ADDRESS	ZIP CODE
CONCORD VILLAGE #1	5014 WEST 18TH AVENUE	GARY,IN 46406
CONCORD VILLAGE #1	5020 WEST 18TH AVENUE	GARY,IN 46406
CONCORD VILLAGE #1	5036 WEST 18TH AVENUE	GARY,IN 46406
CONCORD VILLAGE #1	5040 WEST 18TH AVENUE	GARY,IN 46406
CONCORD VILLAGE #1	5052 WEST 18TH AVENUE	GARY,IN 46406
CONCORD VILLAGE #1	5060 WEST 18TH AVENUE	GARY,IN 46406
CONCORD VILLAGE #1	5072 WEST 18TH AVENUE	GARY,IN 46406
CONCORD VILLAGE #1	5069 WEST 19TH PLACE	GARY,IN 46406
CONCORD VILLAGE #1	5071 WEST 19TH PLACE	GARY,IN 46406
CONCORD VILLAGE #1	5032 WEST 20TH AVENUE	GARY,IN 46406
CONCORD VILLAGE #1	5038 WEST 20TH AVENUE	GARY,IN 46406
CONCORD VILLAGE #1	5000 WEST 20TH PLACE	GARY,IN 46406
CONCORD VILLAGE #1	5014 WEST 20TH PLACE	GARY,IN 46406
CONCORD VILLAGE #1	5020 WEST 20TH PLACE	GARY,IN 46406
CONCORD VILLAGE #1	5022 WEST 20TH PLACE	GARY,IN 46406
CONCORD VILLAGE #1	5030 WEST 20TH PLACE	GARY,IN 46406
CONCORD VILLAGE #1	5032 WEST 20TH PLACE	GARY,IN 46406
CONCORD VILLAGE #1	5040 WEST 20TH PLACE	GARY,IN 46406
CONCORD VILLAGE #1	5042 WEST 20TH PLACE	GARY,IN 46406
CONCORD VILLAGE #1	5050 WEST 20TH PLACE	GARY,IN 46406
CONCORD VILLAGE #1	5052 WEST 20TH PLACE	GARY,IN 46406
CONCORD VILLAGE #1	5060 WEST 20TH PLACE	GARY,IN 46406
CONCORD VILLAGE #1	5062 WEST 20TH PLACE	GARY,IN 46406
CONCORD VILLAGE #1	5070 WEST 20TH PLACE	GARY,IN 46406
CONCORD VILLAGE #1	5072 WEST 20TH PLACE	GARY,IN 46406

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT				Property TYPE	# of Buildings
Concord Village #2				Family	97
ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	UNIT PRICE PER ITEM	TOTAL (Unit Price X Estimated Quantity)		
CLEAN-UP					
Spring (Initial)	1	\$	\$		
Fall	1	\$	\$		
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care	12	\$	\$		
Routine Clean Up					
Edge and Trim					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide	0	\$	\$		
PRUNING OF TREES AND BUSHES					
Pruning	0	\$	\$		
TOTAL FOR PROPERTY CONCORD VILLAGE #2				\$	

CONCORD VILLAGE #2 FAMILY DEVELOPMENT

SITE NAME	ADDRESS	ZIP CODE
CONCORD VILLAGE #2	5017 WEST 18TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5025 WEST 18TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5033 WEST 18TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5041 WEST 18TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5049 WEST 18TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5057 WEST 18TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5065 WEST 18TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5073 WEST 18TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5081 WEST 18TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5089 WEST 18TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5000 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5008 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5016 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5024 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5032 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5040 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5048 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5072 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5080 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5088 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5021 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5023 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5029 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5031 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5039 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5049 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5051 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5059 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5061 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5069 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5071 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5079 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5081 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5089 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5091 WEST 19TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5020 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5022 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5028 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5030 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5038 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5040 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5048 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5050 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5058 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5060 WEST 19TH PL	GARY,IN 46406

CONCORD VILLAGE #2 FAMILY DEVELOPMENT

CONCORD VILLAGE #2	5068 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5078 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5080 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5088 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5090 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5001 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5003 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5013 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5025 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5027 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5035 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5037 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5045 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5047 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5055 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5057 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5075 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5077 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5085 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5087 WEST 19TH PL	GARY,IN 46406
CONCORD VILLAGE #2	5000 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5002 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5040 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5042 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5050 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5052 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5060 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5062 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5070 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5072 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5080 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5082 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5090 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5092 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5001 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5003 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5015 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5017 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5025 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5027 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5035 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5045 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5047 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5055 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5057 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5065 WEST 20TH AVE	GARY,IN 46406

CONCORD VILLAGE #2 FAMILY DEVELOPMENT

CONCORD VILLAGE #2	5067 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5075 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5083 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5085 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5093 WEST 20TH AVE	GARY,IN 46406
CONCORD VILLAGE #2	5095 WEST 20TH AVE	GARY,IN 46406

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT				Property TYPE	# of Buildings
Concord Village #3				Vacant	0
	ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	UNIT PRICE PER ITEM	TOTAL (Unit Price X Estimated Quantity)	
CLEAN-UP					
Spring (Initial)		1	\$	\$	
Fall		1	\$	\$	
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care		12	\$	\$	
Routine Clean Up					
Edge and Trim					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide		0	\$	\$	
PRUNING OF TREES AND BUSHES					
Pruning		0	\$	\$	
TOTAL FOR PROPERTY CONCORD VILLAGE #3				\$	

CONCORD VILLAGE #3 FAMILY DEVELOPMENT

SITE NAME	ADDRESS	ZIP CODE
CONCORD VILLAGE #3 (VACANT LAND)	19TH AND BURR STREET	GARY,IN 46406

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT				Property TYPE	# of Buildings
Concord Village #4				Family	17
	ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	UNIT PRICE PER ITEM	TOTAL (Unit Price X Estimated Quantity)	
CLEAN-UP					
Spring (Initial)		1	\$	\$	
Fall		1	\$	\$	
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care					
Routine Clean Up		12	\$	\$	
Edge and Trim					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide		0	\$	\$	
PRUNING OF TREES AND BUSHES					
Pruning		0	\$	\$	
TOTAL FOR PROPERTY CONCORD VILLAGE #4				\$	

CONCORD VILLAGE #4 (SCATTERED SITES)

SITE NAME	ADDRESS	ZIP CODE
CONCORD VILLAGE #4 SCATTERED SITE	218 HAMLIN ST	GARY,IN 46406
CONCORD VILLAGE #4 SCATTERED SITE	228 HAMLIN ST	GARY,IN 46406
CONCORD VILLAGE #4 SCATTERED SITE	238 HAMLIN ST	GARY,IN 46406
CONCORD VILLAGE #4 SCATTERED SITE	248 HAMLIN ST	GARY,IN 46406
CONCORD VILLAGE #4 SCATTERED SITE	258 HAMLIN ST	GARY,IN 46406
CONCORD VILLAGE #4 SCATTERED SITE	278 HAMLIN ST	GARY,IN 46406
CONCORD VILLAGE #4 SCATTERED SITE	288 HAMLIN ST	GARY,IN 46406
CONCORD VILLAGE #4 SCATTERED SITE	408 HAMLIN ST	GARY,IN 46406
CONCORD VILLAGE #4 SCATTERED SITE	253 HAMLIN ST	GARY,IN 46406
CONCORD VILLAGE #4 SCATTERED SITE	263 HAMLIN ST	GARY,IN 46406
CONCORD VILLAGE #4 SCATTERED SITE	273 HAMLIN ST	GARY,IN 46406
CONCORD VILLAGE #4 SCATTERED SITE	281 HAMLIN ST	GARY,IN 46406
CONCORD VILLAGE #4 SCATTERED SITE	323 HAMLIN ST	GARY,IN 46406
CONCORD VILLAGE #4 SCATTERED SITE	443 HAMLIN ST	GARY,IN 46406
CONCORD VILLAGE #4 SCATTERED SITE	451 HAMLIN ST	GARY,IN 46406
CONCORD VILLAGE #4 SCATTERED SITE	453 HAMLIN ST	GARY,IN 46406
CONCORD VILLAGE #4 SCATTERED SITE	5320 W 4TH PL	GARY,IN 46406

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT				Property TYPE	# of Buildings
Delaney East				Vacant	0
ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	UNIT PRICE PER ITEM	TOTAL (Unit Price X Estimated Quantity)		
CLEAN-UP					
Spring (Initial)	1	\$	\$		
Fall	1	\$	\$		
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care					
Routine Clean Up	12	\$	\$		
Edge and Trim					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide	0	\$	\$		
PRUNING OF TREES AND BUSHES					
Pruning	0	\$	\$		
TOTAL FOR PROPERTY DELANEY EAST			\$		

DELANEY COMMUNITY FAMILY DEVELOPMENT

SITE NAME	ADDRESS	ZIP CODE
DELANEY EAST (VACANT LAND	21ST AND HARRISON ST	GARY, IN 46407

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT				Property TYPE	# of Buildings
Delaney West				Scattered	4
ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	UNIT PRICE PER ITEM	TOTAL (Unit Price X Estimated Quantity)		
CLEAN-UP					
Spring (Initial)	1	\$	\$		
Fall	1	\$	\$		
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care	12	\$	\$		
Routine Clean Up					
Edge and Trim					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide	0	\$	\$		
PRUNING OF TREES AND BUSHES					
Pruning	0	\$	\$		
TOTAL FOR PROPERTY DELANEY WEST				\$	

DELANEY WEST FAMILY DEVELOPMENT

SITE NAME	ADDRESS	ZIP CODE
DELANEY WEST (VACANT LAND	21ST AND PIERCE ST	GARY, IN 46407
CONCORD VILLAGE #4 SCATTERED SITE	441 W. 21ST AVENUE	GARY, IN 46407
CONCORD VILLAGE #4 SCATTERED SITE	431 W. 21ST AVENUE	GARY, IN 46407
CONCORD VILLAGE #4 SCATTERED SITE	2348 PIERCE ST	GARY, IN 46407
CONCORD #4 SCATTERED SITE	1551 KENTUCKY ST	GARY, IN 46407

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT				Property TYPE	# of Buildings
Dorie Miller				Vacant	0
	ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	UNIT PRICE PER ITEM	TOTAL (Unit Price X Estimated Quantity)	
CLEAN-UP					
Spring (Initial)		1	\$	\$	
Fall		1	\$	\$	
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care		12	\$	\$	
Routine Clean Up					
Edge and Trim					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide		0	\$	\$	
PRUNING OF TREES AND BUSHES					
Pruning		0	\$	\$	
TOTAL FOR PROPERTY DORIE MILLER				\$	

DORIE MILLER HOMES FAMILY DEVELOPMENT

SITE NAME	ADDRESS	ZIP CODE
DORIE MILLER HOMES (VACANT LAND)	1722 E. 21ST AVE	GARY, IN 46407

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT				Property TYPE	# of Buildings
East Point				Family	35
ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	UNIT PRICE PER ITEM	TOTAL (Unit Price X Estimated Quantity)		
CLEAN-UP					
Spring (Initial)	1	\$	\$		
Fall	1	\$	\$		
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care	12	\$	\$		
Routine Clean Up					
Edge and Trim					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide	0	\$	\$		
PRUNING OF TREES AND BUSHES					
Pruning	0	\$	\$		
TOTAL FOR PROPERTY EAST POINT			\$		

EAST POINT FAMILY DEVELOPMENT

SITE NAME	ADDRESS	ZIP CODE
EAST POINT	1940 IOWA ST	GARY, IN 46407
EAST POINT	1950 IOWA ST	GARY, IN 46407
EAST POINT	1960 IOWA ST	GARY, IN 46407
EAST POINT	1970 IOWA ST	GARY, IN 46407
EAST POINT	1972 IOWA ST	GARY, IN 46407
EAST POINT	1980 IOWA ST	GARY, IN 46407
EAST POINT	1982 IOWA ST	GARY, IN 46407
EAST POINT	2000 IOWA ST	GARY, IN 46407
EAST POINT	2010 IOWA ST	GARY, IN 46407
EAST POINT	2012 IOWA ST	GARY, IN 46407
EAST POINT	2020 IOWA ST	GARY, IN 46407
EAST POINT	2030 IOWA ST	GARY, IN 46407
EAST POINT	2032 IOWA ST	GARY, IN 46407
EAST POINT	2040 IOWA ST	GARY, IN 46407
EAST POINT	1951 IOWA ST	GARY, IN 46407
EAST POINT	1961 IOWA ST	GARY, IN 46407
EAST POINT	1971 IOWA ST	GARY, IN 46407
EAST POINT	1981 IOWA ST	GARY, IN 46407
EAST POINT	1983 IOWA ST	GARY, IN 46407
EAST POINT	2001 IOWA ST	GARY, IN 46407
EAST POINT	2011 IOWA ST	GARY, IN 46407
EAST POINT	2021 IOWA ST	GARY, IN 46407
EAST POINT	2023 IOWA ST	GARY, IN 46407
EAST POINT	2031 IOWA ST	GARY, IN 46407
EAST POINT	2041 IOWA ST	GARY, IN 46407
EAST POINT	2401 CENTRAL AVE	GARY, IN 46407
EAST POINT	2403 CENTRAL AVE	GARY, IN 46407
EAST POINT	2405 CENTRAL AVE	GARY, IN 46407
EAST POINT	2407 CENTRAL AVE	GARY, IN 46407
EAST POINT	2409 CENTRAL AVE	GARY, IN 46407
EAST POINT	2411 CENTRAL AVE	GARY, IN 46407
EAST POINT	2413 CENTRAL AVE	GARY, IN 46407
EAST POINT	2415 CENTRAL AVE	GARY, IN 46407
EAST POINT	2417 CENTRAL AVE	GARY, IN 46407
EAST POINT	2419 CENTRAL AVE	GARY, IN 46407
EAST POINT	2421 CENTRAL AVE	GARY, IN 46407
EAST POINT	2423 CENTRAL AVE	GARY, IN 46407
EAST POINT	2433 CENTRAL AVE	GARY, IN 46407
EAST POINT	2435 CENTRAL AVE	GARY, IN 46407
EAST POINT	2437 CENTRAL AVE	GARY, IN 46407
EAST POINT	2439 CENTRAL AVE	GARY, IN 46407
EAST POINT	2441 CENTRAL AVE	GARY, IN 46407
EAST POINT	2443 CENTRAL AVE	GARY, IN 46407
EAST POINT	2461 CENTRAL AVE	GARY, IN 46407
EAST POINT	2463 CENTRAL AVE	GARY, IN 46407

EAST POINT FAMILY DEVELOPMENT

EAST POINT	2465 CENTRAL AVE	GARY, IN 46407
EAST POINT	2467 CENTRAL AVE	GARY, IN 46407
EAST POINT	2469 CENTRAL AVE	GARY, IN 46407
EAST POINT	2471 CENTRAL AVE	GARY, IN 46407
EAST POINT	2501 CENTRAL AVE	GARY, IN 46407
EAST POINT	2503 CENTRAL AVE	GARY, IN 46407
EAST POINT	2505 CENTRAL AVE	GARY, IN 46407
EAST POINT	2507 CENTRAL AVE	GARY, IN 46407
EAST POINT	2509 CENTRAL AVE	GARY, IN 46407
EAST POINT	2511 CENTRAL AVE	GARY, IN 46407
EAST POINT	2400 E 21ST AVE	GARY, IN 46407
EAST POINT	2402 E 21ST AVE	GARY, IN 46407
EAST POINT	2420 E 21ST AVE	GARY, IN 46407
EAST POINT	2440 E 21ST AVE	GARY, IN 46407
EAST POINT	2460 E 21ST AVE	GARY, IN 46407
EAST POINT	2462 E 21ST AVE	GARY, IN 46407
EAST POINT	2480 E 21ST AVE	GARY, IN 46407
EAST POINT	2500 E 21ST AVE	GARY, IN 46407
EAST POINT	2540 E 21ST AVE	GARY, IN 46407
EAST POINT	2542 E 21ST AVE	GARY, IN 46407
EAST POINT	2560 E 21ST AVE	GARY, IN 46407
EAST POINT	2580 E 21ST AVE	GARY, IN 46407
EAST POINT	2600 E 21ST AVE	GARY, IN 46407
EAST POINT	2620 E 21ST AVE	GARY, IN 46407
EAST POINT	2622 E 21ST AVE	GARY, IN 46407

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT				Property TYPE	# of Buildings
Miller Heights				Family	48
ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	UNIT PRICE PER ITEM	TOTAL (Unit Price X Estimated Quantity)		
CLEAN-UP					
Spring (Initial)	1	\$	\$		
Fall	1	\$	\$		
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care	12	\$	\$		
Routine Clean Up					
Edge and Trim					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide	0	\$	\$		
PRUNING OF TREES AND BUSHES					
Pruning	0	\$	\$		
TOTAL FOR PROPERTY MILLER HEIGHTS			\$		

MILLER HEIGHTS FAMILY DEVELOPMENT

SITE NAME	ADDRESS	ZIP CODE
MILLER HEIGHTS	6807 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	6815 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	6831 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	6839 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	6847 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	6903 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	6911 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	6919 E 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	6931 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	540 SOUTH MARION	GARY,IN 46403
MILLER HEIGHTS	545 SOUTH MARION	GARY,IN 46403
MILLER HEIGHTS	7011 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	7021 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	7027 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	7039 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	7103 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	7113 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	7119 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	7127 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	7135 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	7143 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	6822 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	6830 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	6838 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	6846 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	6900 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	6908 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	6916 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	6924 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	520 SOUTH MARION	GARY,IN 46403
MILLER HEIGHTS	525 SOUTH MARION	GARY,IN 46403
MILLER HEIGHTS	7010 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	7018 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	7102 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	7110 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	7118 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	7126 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	7134 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	7142 EAST 5TH PLACE	GARY,IN 46403
MILLER HEIGHTS	6901 EAST 5TH AVENUE	GARY,IN 46403
MILLER HEIGHTS	6909 EAST 5TH AVENUE	GARY,IN 46403
MILLER HEIGHTS	6917 EAST 5TH AVENUE	GARY,IN 46403
MILLER HEIGHTS	6929 EAST 5TH AVENUE	GARY,IN 46403
MILLER HEIGHTS	504 SOUTH MARION STREET	GARY,IN 46403
MILLER HEIGHTS	507 SOUTH MARION STREET	GARY,IN 46403

MILLER HEIGHTS FAMILY DEVELOPMENT

MILLER HEIGHTS	7007 EAST 5TH AVENUE	GARY,IN 46403
MILLER HEIGHTS	7019 EAST 5TH AVENUE	GARY,IN 46403
MILLER HEIGHTS	7025 EAST 5TH AVENUE	GARY,IN 46403
MILLER HEIGHTS	7037 EAST 5TH AVENUE	GARY,IN 46403
MILLER HEIGHTS	7101 EAST 5TH AVENUE	GARY,IN 46403
MILLER HEIGHTS	7109 EAST 5TH AVENUE	GARY,IN 46403
MILLER HEIGHTS	7117 EAST 5TH AVENUE	GARY,IN 46403
MILLER HEIGHTS	7125 EAST 5TH AVENUE	GARY,IN 46403
MILLER HEIGHTS	7133 EAST 5TH AVENUE	GARY,IN 46403
MILLER HEIGHTS	7141 EAST 5TH AVENUE	GARY,IN 46403

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT				Property TYPE	# of Buildings
Emerson & Spaulding				School	3
	ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	UNIT PRICE PER ITEM	TOTAL (Unit Price X Estimated Quantity)	
CLEAN-UP					
Spring (Initial)		1	\$	\$	
Fall		1	\$	\$	
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care					
Routine Clean Up		12	\$	\$	
Edge and Trim					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide		0	\$	\$	
PRUNING OF TREES AND BUSHES					
Pruning		0	\$	\$	
TOTAL FOR PROPERTY EMERSON & SPAULDING				\$	

EMERSON SPAULDING SCHOOL

SITE NAME	ADDRESS	ZIP CODE
EMERSON HIGH & SPAULDING	7TH & RHODE ISLAND	GARY, IN 46402

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT				Property TYPE	# of Buildings
Horace Mann & Vohr				School	2
ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	UNIT PRICE PER ITEM	TOTAL (Unit Price X Estimated Quantity)		
CLEAN-UP					
Spring (Initial)	1	\$	\$		
Fall	1	\$	\$		
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care	12	\$	\$		
Routine Clean Up					
Edge and Trim					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide	0	\$	\$		
PRUNING OF TREES AND BUSHES					
Pruning	0	\$	\$		
TOTAL FOR PROPERTY HORACE MANN & VOHR			\$		

HORACE MANN VOHR ELEMENTARY

SITE NAME	ADDRESS	ZIP CODE
HORACE MANN & VOHR ELEMENTARY	524 GARFIELD ST	GARY, IN 46404

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT				Property TYPE	# of Buildings
Ernie Pyle				School	1
ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	UNIT PRICE PER ITEM	TOTAL (Unit Price X Estimated Quantity)		
CLEAN-UP					
Spring (Initial)	1	\$	\$		
Fall	1	\$	\$		
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care					
Routine Clean Up	12	\$	\$		
Edge and Trim					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide	0	\$	\$		
PRUNING OF TREES AND BUSHES					
Pruning	0	\$	\$		
TOTAL FOR PROPERTY ERNIE PYLE			\$		

ERNIE PYLE

SITE NAME	ADDRESS	ZIP CODE
ERNIE PYLE ELEMENTARY	2545 W. 19TH PLACE	GARY, IN 46404

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT				Property TYPE	# of Buildings
Drew Elementary Watson School				School	1
	ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	UNIT PRICE PER ITEM	TOTAL (Unit Price X Estimated Quantity)	
CLEAN-UP					
Spring (Initial)		1	\$	\$	
Fall		1	\$	\$	
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care		12	\$	\$	
Routine Clean Up					
Edge and Trim					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide		0	N/A	N/A	
PRUNING OF TREES AND BUSHES					
Pruning		0	N/A	N/A	
TOTAL FOR PROPERTY DREW ELEMENTARY WATSON SCHOOL				\$	

DREW ELEMENTARY WATSON SCHOOL

SITE NAME	ADDRESS	ZIP CODE
DREW ELEMENTARY WATSON SCHOOL	2065 MISSISSIPPI	GARY, IN 46407

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT				Property TYPE	# of Buildings
Broadway Corridor				Vacant	0
	ITEM	ESTIMATED QUANTITY FOR ENTIRE SEASON	UNIT PRICE PER ITEM	TOTAL (Unit Price X Estimated Quantity)	
CLEAN-UP					
Spring (Initial)		1	\$	\$	
Fall		1	\$	\$	
ROUTINE MAINTENANCE SERVICES					
Grass Mowing & Care		12	\$	\$	
Routine Clean Up					
Edge and Trim					
FERTILIZER/HERBICIDE APPLICATIONS					
Fertilizer/Herbicide		0	N/A	N/A	
PRUNING OF TREES AND BUSHES					
Pruning		0	\$	\$	
TOTAL FOR PROPERTY BROADWAY CORRIDOR				\$	

BROADWAY CORRIDOR VACANT LAND

SITE NAME	ADDRESS	ZIP CODE
BROADWAY CORRIDOR	5TH AND BROADWAY	46402
BROADWAY CORRIDOR	6TH AND BROADWAY	46402
BROADWAY CORRIDOR	7TH AND BROADWAY	46402
BROADWAY CORRIDOR	520 MASSACHUSETTS	46402
BROADWAY CORRIDOR	21-39 E. 5TH AVENUE	46402

INDIVIDUAL PROPERTY BID FORM

DEVELOPMENT				Property TYPE	# of Buildings
1913 Broadway				Vacant	0
		</			

BROADWAY CORRIDOR VACANT LAND

SITE NAME	ADDRESS	ZIP CODE
1913 BROADWAY	1913 BROADWAY	46402