

Invitation For Bid (IFB) 2026-004
Snow Removal Contractors – CROSBY HRA

1) GENERAL INFORMATION

A) Introduction/Background

The Brainerd and Crosby Housing and Redevelopment Authorities (hereinafter, “HA”) are soliciting bids from Snow Removal Contractors which are qualified, licensed and insured entities, individuals, or firms (hereinafter, “Bidder, Respondents or Contractor”) to provide certain snow removal related services for various housing developments owned and/or managed by the HA. The HA is looking for price-competitive Respondents with demonstrated snow removal related experience, knowledge and timely availability. Contractors will be required to sign all submittals and all contract documents if selected to be the contracted company.

The HA intends to contract snow removal related services for a total of five (5) separate parking lots in the City of Brainerd and two (2) separate parking lots in the City of Crosby on an as needed basis. The HA intends to select one contractor per agency. Contractors interested in submitting a bid for both agencies must complete separate IFB’s per agency. **See Attachment A, Form of Bid, for details on submission requirements.**

As a public entity formed to provide federally subsidized housing and housing assistance to low-income families, the HA is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”), HUD Handbook 7460.8 REV 3 and the HA’s procurement policy.

All bids submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

B) Submission Package

The IFB documents may be obtained on the Housing Agency Marketplace (the Marketplace) or using the link on the Brainerd and Crosby HRA websites, under the Vendor link in the upper right-hand corner of the home page . Access the website at: <https://ha.internationaleprocurement.com> For those already registered on the website Click on the “LOGIN” button in the upper left side. For those needing to register on the Marketplace, Select “As A Vendor” just below ‘Sign Up Now’ also on the left side and follow the listed Directions. If you need any assistance with the website please call their Customer Support at (866) 526-9266.

Pre-Bid Conferences will be held Tuesday, June 23rd, 2026 at 8:00 am. (Non-Mandatory) at the **Brainerd HRA office**, located at 324 East River Rd, Brainerd, MN 56401 and **Tuesday, June 23rd, 2026 at 9:00 am.** (Non-Mandatory) at the **Crosby HRA Office**, 300 3rd Ave NE, Crosby, MN 56441.

Deadline to submit Questions shall be Tuesday, June 30th, 2026 at 9:00 am.

Bids may be submitted by uploading the complete packet on the Marketplace or One (1) unbound original of the complete bid package in a SEALED ENVELOPE may be submitted and must be received by the HA by 1:00 pm Tuesday, July 7th, 2026. Hard copy envelopes should include the Bidder’s name, address, phone number, and the project title “IFB Snow Removal Contractors” and be delivered to the Brainerd or Crosby HRA Office located at 324 East River Rd, Brainerd, MN 56401. Bids submitted after the published deadline will not be accepted.

Bid submissions must be signed by an officer of the Respondent who is legally authorized to enter into a contractual relationship in the name of the respondent.

C) Contact Person

The Contract Officer (CO) for all inquiries is John Schommer, Maintenance & Rehab Director.
Phone #: 218-824-3432, Email: john@brainerdhra.org.

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D) Expense of IFB Package

All expenses involved with the preparation of the IFB package shall be the responsibility of the Bidder.

E) Overview

It is the HA's intention to solicit pricing, information on equipment available to the contractor for providing the services, and references from bidders; evaluate their price based on qualifications, verify the information presented, and to award a contract to the lowest responsive and responsible bidder.

The HA will enter into contracts for these snow removal related services, for up to five (5) years including extensions.

Some matters for the Respondents to consider when submitting their bids:

- 1.) Although the contracting owner is a public agency, Respondents will be expected to uphold the same fiduciary and professional responsibilities and courtesies they would for a private owner.
- 2.) The selected bidder(s) will be required to abide by all applicable procurement procedures.

F) HA Options

The HA may, at its sole and absolute discretion, reject any and all, or parts of any and all bids; re-advertise this IFB; postpone or cancel, at any time, this IFB process; or waive any irregularities in this IFB or in the submittals received as a result of this IFB, if deemed by the HA to be in its best interests. Also, the determination or the criteria and process whereby the bids submitted are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this IFB, shall be at the sole and absolute discretion of the HA.

The HA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in the IFB and may terminate a contract awarded pursuant to this IFB, at any time for its convenience upon a written notice to the successful bidder(s).

The HA reserves the right to retain all bids and to not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bid submissions without the written consent of the HA Contracting Officer (CO).

The HA reserves the right to prohibit any further participation by a bidder or reject and not consider any incomplete submittals and/or submittals that do not meet the requirements of this IFB. In no event will the HA permit modification to submittal after the submission deadline.

By accessing and downloading these documents, each prospective bidder thereby agrees to abide by all terms and conditions listed within this document and within the Marketplace; and further agree they shall inform the CO in writing within 5 days of the discovery of any item they believe needs to be addressed. Failure to abide by this time frame shall relieve the HA, but not the prospective respondent, of any responsibility pertaining to such an issue.

G) Qualification Statements Open to Public

Prospective Respondents are hereby notified that all information submitted as part of, or in support of, bid submissions will be available for public inspection in compliance with federal and state laws.

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H) Level of Effort and Funding

It should be clearly understood that all services requested in this IFB are on an “as-needed” basis and that the dollar values, if any, referred to in the IFB or provided to Contractors during this process in no way constitute a guarantee of the level of effort that may be requested of the successful respondent(s) or guarantee a certain dollar amount.

2) TERMS AND CONDITIONS

A) Rules, Regulations, and Licensing Requirements

The Respondent and staff must possess all required occupational license(s) for which they are listing as qualified to perform. In addition, the Contractor shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest. Contractors are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the service.

B) Term of Snow Removal Related Agreement

The agreement will include a provision for termination of the agreement “at will” by the Respondent(s) or HA with a 90-day notice. The agreement will also outline situations where the successful Respondent(s) can be terminated immediately “for cause”. **See Section 4, Exhibit 2, Sample Contract.**

C) Assignment

The successful Respondent(s) shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its rights, title, or interest therein, or its power to execute such contract, to any person, company, or corporation without the prior written consent of the HA.

D) Equal Opportunity Employment

Respondents agree that there will not be discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work and services performed under the terms of any contract ensuing from this IFB.

E) Personnel Availability

In submitting their bid, Respondents are representing that the personnel and equipment described in their bid submission shall be available to perform the services described in a timely manner agreeable to the HA, especially for work necessary during Snow Event Emergencies. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the Contractor under its sole discretion, and not employees or agents of the HA. If at any time the Contractor is unavailable to meet the required timeline, the HA shall have the right

to bring in a different contractor to complete the work necessary to ensure the safety of Agency employees, tenants and the public.

3) SUBMISSION REQUIREMENTS

A) Submission Conditions

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DO NOT MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED. Bidders are not allowed to change any requirements or forms contained herein. If any additional marks, notations or requirements are entered on any of the documents that are submitted to the HA, such may invalidate that bid submission.

By accessing the Marketplace, registering and downloading these documents, each prospective bidder is agreeing to confirm all notices that the HA delivers to him/her as instructed and by submitting a bid, the bidder is agreeing to abide by all terms and conditions published herein and any addendum pertaining to this IFB.

It shall be the responsibility of each respondent to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the HA, including the IFB document, the documents listed within the Recap of Attachments and any addenda and required attachments submitted by the respondent. By completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with all the conditions and requirements set forth within these documents.

B) Submission Documents

- 1 A signed copy of the original IFB Document to be used as the Cover Pages
- 2 Form of Bid (Attachment A)
- 3 Form HUD 5369-C and Form HUD 5369-A
- 4 Profile of Firm Form (Attachment B)
- 5 Equal Employment Opportunity Statement
- 6 Other Information (Optional)

4) GENERAL REQUIREMENTS OF SNOW REMOVAL RELATED AGREEMENT

A) Plowing/Shoveling Requirements:

Work will include but is not limited to:

- Clearing snow from the parking lots,
- Clearing snow from the sidewalks of all tenant occupied buildings shall include; shoveled to bare pavement and salt applied after every shoveling on weekends and HRA holidays,
- Salt and/or sand shall be applied to all parking areas if and where needed or as requested by the Agency,
- Pathways for emergency services at Edgewood and Dellwood Apartments shall be kept passable during snow events.

Services to include all equipment and labor to clear parking lots when snow depth reaches two (2) inches per snow event or per request by the Agency. Individual Snow Event totals shall be as per the Official National Weather Service Totals listed for the Brainerd Airport. Lots shall be cleared so that pavement is bare. Snow will be "pushed" into areas agreed upon by the Agency and the Contractor. These locations will be such that the snow does not impede on the flow of traffic, prohibit access to utilities or services, nor will it prohibit, hinder or create unsafe access to residents' units or block viewing of the street, when exiting the lot.

B) Plowing Schedule: (See Exhibit 1, Aerial Maps of the listed Locations.)

The parking areas for Edgewood and Dellwood Apartments shall be as follows: Contractor shall communicate by text to the Agency Staff Group by 6am the day plowing will take place; with clearing starting no earlier and/or later than 9:00am to 10:00am of the day following a snow event, or other time as mutually agreed upon.

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The Agency will notify tenants and will make every effort to have cars removed from the lots before the Contractor arrives to complete snow removal.

Crosby HRA employee parking areas requirements are as follows: After a snow event a complete clearing of areas is to be completed by 6am of the next day.

Ice storms may occur, which will mandate sanding and salting only, for all areas.

C) Contact Pertaining to each Event:

The Contractor will ensure the above schedule is maintained. The Agency will not place telephone calls as to when the contractor is to start removing snow after it has stopped snowing. The Agency reserves the right to call and request snow clearing outside of a snow event.

D) Damage:

Any damage to Agency, Agency Staff or Tenant-owned property by the Contractor from plowing or other services performed by the Contractor, or by any subcontractor retained by the Contractor, will be the Contractor's sole responsibility to repair or replace in a timely manner.

The Contractor will be required during the performance of their contracted responsibilities to ensure at all times that tools, equipment and materials are handled, placed and stored in a secure and safe manner as to maximize the safety and security of the HA residents and staff, the Contractor's staff and the public.

The Contractor shall ensure that any equipment and/or vehicles placed on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at large. The HA reserves the right to approve or reject (and demand the movement) of any such equipment or vehicles at any time the HA believes the placement does interfere with such traffic.

E) Sand/Salt:

Salt/Sand for early season and late season storms is needed to prevent slip, trips and falls. Ice storms may occur, which will mandate sanding and salting only. If additional sand/salt is needed, Agency approval is required. The Agency reserves the right to request additional salting and sanding services as it deems necessary.

F) Additional Contractor's Responsibilities/Qualifications:

- **Equipment:** Unless otherwise stated herein, as a part of the proposed fees, the Contractor shall supply any and all such items needed to provide the services detailed herein; meaning, the Agency shall not pay any additional fees for such.
- **Minimum Acceptable Contractor Qualifications:** Possess and maintain a valid State of Minnesota Contractor's Registration or Exemption. Be able to provide services for all of the HA's properties listed within the following Agency Profile of Properties. Not be debarred by State or Federal Government for participation in contracting with public agencies.
- **Quality of Service:** All work provided shall be performed in accordance with established snow plowing practices, using modern techniques accepted by the rules and regulations of commercial equipment. The Contractor shall comply with any applicable City of Crosby, Crow Wing County, State and/or Federal laws, codes, and regulations regarding the application of any products.

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- **Work Deficiencies:** The Agency anticipates that it will closely observe the performance of the Contractor. If the Agency Representative determines that work by the Contractor was not performed as specified in the ensuing contract and was thereby deficient, the Contractor shall correct the deficiencies

in a timely manner (NOTE: “timely,” as may be directed by the Agency Representative); and such shall be completed at the Contractor’s expense, not the Agency’s expense.

If the Agency Representative rightfully determines that turf, plant life, ground cover, fixtures or equipment have been damaged, killed, or failed to retain healthy growth as a result of Contractor’s recommendations, operation, negligence, or chemicals, all aforementioned plant life, fixtures, or equipment shall be replaced at Contractor’s expense.

Failure on the part of the Contractor to correct work deficiencies shall be cause for termination of the Contract by the Agency.

G) Safety and Security:

The Contractor shall, at all times, conduct the work with the utmost concern for and in such a manner as to protect its workers, Agency residents, Agency staff, and the public. Safety of our tenants and staff are the highest priority. Therefore, the contractor, before award, will need to demonstrate a redundancy of equipment. All equipment used on Agency properties must have at the minimum back up alarms and flashing yellow safety lights.

Further, the Contractor shall have full and sole responsibility to correct any such condition found unsafe by any authorized entity (including the HA), and, if such unsafe conditions result in any injury or loss to any group named within this section, shall have full and sole responsibility to compensate such persons if so ordered by an authorized agency or a court having jurisdiction.

The Contractor shall comply with all published Agency safety procedures and guidelines.

The Contractor’s employees shall follow all required or otherwise appropriate safety practices in handling chemicals and operating machinery. The Contractor shall ensure that eye protection, hearing protection, and foot protection are utilized when conditions require such, as dictated by any relevant local, State, or Federal OSHA codes, laws, rules, and regulations. The Contractor shall not store any materials on site. All materials brought on site must be only for the daily requirements of the equipment used in the performance of work and shall always be kept in proper containers and secured.

H) Personnel

Contractors shall employ only persons qualified for snow plowing services and will be responsible for training their employees for the HA’s sites. Contractor must certify that it agrees to provide a drug-free workplace for employees.

The Contractor will have the sole responsibility for all hiring and firing of contractor’s employees. It will be the sole responsibility of the Contractor to provide for payment of all wages, benefits, and payroll taxes for all employees working on HA properties.

Selected contractor(s) will be required to comply with the requirements of Section 3 for new employment, training, or contracting opportunities resulting from this contract. **See Exhibit 2, Sample Contract.**

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I) Insurance, Bonding, and Hold Harmless Agreement

For general liability coverage, the Contractor(s) shall provide the HA with a certificate of insurance that names the HA as Additional Insured. Additionally, the Contractor(s) agrees that it will hold the HA harmless for any acts of negligence on behalf of its staff, agents, and employees, and from any and all claims or liability for any injury or damage to any person or party occurring in, on, or about the premises, or any part thereof, resulting from the negligence of the Contractor, its employees, agents, or personnel.

The Contractor will provide owned and non-owned automobile liability insurance and workmen's compensation insurance meeting the State of Minnesota's statutory minimum requirements.

All of the above shall be provided for the full term of the Snow Removal Related contract. **See Exhibit 2, Sample Contract for required Insurance Coverage limits and instances of required Bond.**

J) Timely Invoicing and Documentation Requirements

The selected Contractor shall provide invoices on a timely monthly basis, by the 5th of the following month. The HA is Tax Exempt and can provide the contractor with an ST3 form upon request.

5) EVALUATION PROCESS, SELECTION CRITERIA and CONTRACT AWARD

All IFB submissions will be evaluated to determine if they are:

- **Responsive:** All required documents completed and included meeting the minimum of requirements.
- **Responsible:** Documentation showing the Bidder is qualified, responsible and able to provide the required services, demonstrating successful experience and past performance in providing the requested services.
- **Lowest Cost:** Lowest costs of all Responsive and Responsible Bidders.

6) PROPERTIES

Service Locations for Crosby HRA:

(1) LOT No.	(2) Site Name/Address:	(3) Total # of Parking Spaces
1 & 2	Edgewood Apartments parking areas at: 400 3 rd Ave NE, Crosby, MN 56441 - North and East side of building, all driving areas and sidewalks	49 Spaces
3	Dellwood Apartments parking areas at: 300 3 rd Ave NE, Crosby, MN 56441 - North, West and South sides of building, all driving areas and sidewalks	37 Spaces

See Exhibit 1, Aerial Maps of the above listed Locations.

7) DISCLAIMER

The HA reserves the right to refuse and reject all bids and not award any contract. The HA also reserves the right to award some but not all contracts. Further, except for the date of acknowledgement and date the bids are due, the HA is not obligated to meet the schedules contained in this solicitation but fully intends to do so.

8) RECAP OF ATTACHMENTS (Those listed in Bold are Required Bid Submission Sections)

- 1.0 This IFB Document
- 2.0 Attachment A: Form of Bid

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- 3.0 HUD Form 5369-C**
- 3.1 HUD Form 5369-A**
- 4.0 Attachment B: Profile of Firm Form**
- 5.0 Exhibit 1: Aerial Maps of Service Locations for Crosby HRA
- 6.0 Exhibit 2: Sample Contract
- 7.0 Exhibit 3: Crosby HRA MWRD 2025-2027
- 8.0 HUD Form 5370-C2

Snow Removal Related Services

The undersigned having familiarized themselves with the local conditions affecting the cost of the work and with the specifications, including Request for Qualifications, Instructions to Bidders, General Conditions (HUD form 5370-C2), Form of Non-Collusion Affidavit, Affirmative Action Requirements, Form of Contract, hereby propose to furnish all supervision, technical personnel, labor, material, equipment and services required to complete the specified snow removal related services at the HA properties.

Per HUD regulations Contractors must comply with the Crosby HA's local Maintenance Wage Rate Determinations (MWRD). By submitting a bid, each bidder is agreeing to and verifying that they will not pay their employees at rates less than those listed on the detailed HUD MWRD. See attached Current MWRD for Crosby HA. **(See Exhibit 3, Crosby HRA MWRD 2025-2027)**

In submitting this Bid, it is understood that the Crosby Housing and Redevelopment Authorities reserve the right to reject any and all Bids.

Name: _____ Signature: _____

Title: _____ Company Name: _____

Address: _____ Date: _____

_____ Business Phone: _____

_____ Cell Phone: _____

Bid Submittal shall be valid for 90 days

Attachment A
Invitation For Bid (IFB) No. 2026-004
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FORM OF BID

(1) **Bid Submittal by Section.** The HA intends to retain the successful bidder pursuant to a “Low Bid” Reasonable and Responsible basis; including considering factors other than just cost in making the award decision. Therefore, so that the Agency can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted in the following table. Please place a blank sheet of paper between each section if submitting hard copies. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

“X” = Item Included	Bid Section No.	Description
	1	IFB. An signed copy of the original IFB document Signature Page, shall be used as the Cover Page for the Bid Submission.
	2	Form of Bid. This Form, Attachment A , to this IFB document. This 3-page Form must be fully completed, executed where provided and submitted under this section as a part of the bid submittal.
	3A	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> This Form is attached here to this IFB document. This 2-page Form must be fully completed, executed where provided and submitted under this section as a part of the bid submittal.
	3B	Form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs.</i> This Form is attached here to this IFB document. This 4-page Form must be fully completed, executed where provided and submitted under this section as a part of the IFB submittal.
	4	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment B to this IFB document. This 2-page Form, plus additional pages as needed, must be fully completed, executed, and submitted under this section as a part of the bid submittal.
	5	Equal Employment Opportunity/Supplier Diversity. The bidder must submit under this section a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations pertaining to supplier diversity (i.e., small, minority and women-owned businesses).
	6	Other Information (Optional Item). The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation.
Bid Submittal Binding Method. It is preferable and recommended that the bidder leave the bid submittals unbound or in such a manner that the Agency can, if needed, remove the binding (i.e. “stapled, clipped” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the bid submittal to its original condition.		

Attachment A
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Licensing and Insurance Requirements. Prior to award (but not as a part of the bid submission) the successful bidder will be required to provide:

City/County/State Business License. If applicable, a copy of the bidder's business license allowing that entity to provide such services within the City of Crosby, the County of Crow Wing, and/or the State of Minnesota.

Certificates of Insurance. (Provided directly by the Contractor's Insurance Agency) Listing the Crosby HRA as Additional Insured and showing the contractors limits meet the HA's minimum requirements.

Fees Proposed. Fees shall be proposed as a flat rate based on the number of inches of snow received above 2", not hourly, in writing within this IFB as per the format required in the following table. Snowfall measurement calculations shall be as recorded on the website of and by the National Weather Service at the Brainerd Airport per snow event.

Item No.	Service Description	Up to 5"	5" to 9"	9" to 12"	Over 12"
SE1	Removal of snow in snow emergency area lots 1 & 2				
SE2	Removal of snow in snow emergency area lot 3				
CR1	Complete snow removal of lot 1 & 2				
CR3	Complete snow removal of lot 3				
EP1	Complete snow removal of Employee Parking area of lot 3				
SW1	Removal of snow on sidewalks of lots 1 and 2 (Edgewood Apartments)				
SW2	Removal of snow on sidewalks of lot 3 (Dellwood Apartments)				
SS1	Salt sidewalks and walking areas of lot 1 and 2 (Edgewood Apartments)				
SS2	Salt sidewalks and walking areas of lot 3 (Dellwood Apartments)				

(2) Debarred Statement. Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Ohio, or any local government agency within or without the State of Ohio? **Yes** ☐ **No** ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

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(3) Disclosure Statement. Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency? **Yes**☐ **No**☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(4) Felony Disclosure. Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? **Yes**☐ **No**☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status. PLEASE NOTE: The Agency reserves the right to not make an award to any bidder that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

(5) Non-Collusive Affidavit. The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidding entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said bid submittal are true.

(6) Bidder's Statement. The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the bid, the undersigned bidder thereby agrees to abide by all terms and conditions pertaining to this IFB as issued by the Agency, either in hard copy or on the eProcurement Marketplace, including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Form of Bid, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned hereby proposes to supply the Agency with the services described herein and entered within the areas provided within the eProcurement Marketplace pertaining to this IFB.

Signature

Date

Printed Name

Company

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Certifications and Representations of Offerors

Non-Construction Contract

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

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| ☐ Black Americans | ☐ Asian Pacific Americans |
| ☐ Hispanic Americans | ☐ Asian Indian Americans |
| ☐ Native Americans | ☐ Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

- (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 a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of 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 HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

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

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

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

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

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

ATTACHMENT B
PROFILE OF FIRM FORM
Invitation For Bid (IFB) No 2026-004
Snow Removal Contractors - Crosby HRA

(1) Name of Firm:

Telephone:

Fax:

Email:

(2) Street Address, City, State, Zip:

(3) Please attached a brief description of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established in Minnesota; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(4) Identify Principals/Partners in Firm (including a brief resumé for each):

(1) Name	(2) Title	(3) % of Ownership

(5) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on projects, including a brief resumé for each. (Do not duplicate any resumés required above):

(1) Name	(2) Title

(6) Bidders Qualifications:

- A. Please attach a list, with descriptions, of the services the company is qualified to provide, equipment available to provide the services and how the proposer intends to fulfill the requirements of the HA projects. PLEASE NOTE: The HA anticipates that the information submitted under this section may total 2-3 pages or less.

ATTACHMENT B
PROFILE OF FIRM FORM
Invitation For Bid (IFB) No 2026-004
Snow Removal Contractors - Crosby HRA

B. Please attach a listing of similar or like single & Multi-family housing projects completed by the company. Include the name and contact information of the property owners (who may be contacted as references) including locations and a brief description of the properties and the work performed.

(7) Bidder's Diversity Statement. You must mark all the following that apply to the ownership of this firm and enter where provided enter the correct percentage (%) of ownership of each:

☐ Caucasian American (Male) _____ %	☐ Public-Held Corporation _____ %	☐ Government Agency _____ %	☐ Non-Profit Organization _____ %
--	--	--	--

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

☐ Resident- Owned* _____ %	☐ African American _____ %	☐ Native American _____ %	☐ Hispanic American _____ %	☐ Asian/Pacific American _____ %	☐ Hasidic Jew _____ %	☐ Asian/Indian American _____ %
☐ Woman-Owned (MBE) _____ %	☐ Woman-Owned (Caucasian) _____ %	☐ Disabled Veteran _____ %	☐ Other (Specify): _____ %			

WMBE Certification Number:

Certified by (What Agency):

(NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED TO BID - ENTER IF AVAILABLE)

(8) Federal Tax ID No.:

(9) Local Business License No. (if applicable):

(10) State of Minnesota License Type and No. (if applicable):

(11) Federal License Type and No. (if applicable):

(12) Insurance Carriers:

(A) Worker's Compensation Insurance Carrier:

(B) General Liability Insurance Carrier:

(C) Automobile Liability Insurance Carrier:

Signature

Date

Printed Name

Company



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Edgewood Apartments

Date: 6/8/2026 Time: 2:31 PM





These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Edgewood Apartments East

Date: 6/8/2026 Time: 2:31 PM





These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Dellwood Apartments

Date: 6/8/2026 Time: 2:30 PM



**HUD-52158
Maintenance Wage Rate Determination****U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

Issuance of a Maintenance Wage Rate Determination to a Public Housing Agency, Tribally Designated Housing Entity, or the Department of Hawaiian Home Lands (collectively "Local Contracting Agencies" or "LCAs") does not require the LCA to submit any materials to HUD upon receipt. Issuance of this form sets an obligation on the receiving LCA to pay no less than the HUD-determined or adopted prevailing wage rates to maintenance laborers and mechanics employed in the LCA's operation of certain Public and Indian housing projects. This requirement is set by statute pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (42 USC § 1437j(a)), and Sections 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), as amended (25 USC § 4114(b) and 25 USC § 4225(b), respectively.)

Agency Name:

DBLS Agency ID No:

Wage Decision Type:

☐ Routine Maintenance☐ Nonroutine Maintenance

Effective Date:

Expiration Date:

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (Public Housing Agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Tribally Designated Housing Entities), or pursuant to Section 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Department of Hawaiian Home Lands). The Agency and its contractors shall pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

DBLS Staff Signature_____
Date_____
Name and Title

WORK CLASSIFICATION(S)

HOURLY WAGE RATES

BASIC WAGE

FRINGE BENEFIT(S) (if any)

CROSBY HOUSING & REDEVELOPMENT AUTHORITY
AGREEMENT FOR NON-CONSTRUCTION SERVICES OR WORK

This CONTRACT AGREEMENT ("Agreement") is made on ____ day of _____, 20____ by and between the **Crosby Housing & Redevelopment Authority** ("HRA") located at 300 3rd Ave NE, Crosby, Minnesota 56441, and _____ ("Contractor") located at _____.
_____.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. APPLICABLE CONTRACT DOCUMENTS.

1.1 This Agreement for services or non-construction services or work (with or without maintenance work), together with the other Contract Documents used for the types of projects described in the section, represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral.

1.2 If the awarded bid or quoted price for the work or awarded response to the HRA's request for proposals ("RFP") for services is not funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD"), the Contract Documents forming the entire Agreement between HRA and Contractor shall consist of this Agreement, and any exhibits, attachments or other documents HRA deems necessary to incorporate into the Agreement by reference herein (collectively the "Contract Documents").

1.3 If the awarded bid or quoted price for the work or awarded response to the RFP for services, without maintenance, and is greater than \$175,000, and the project is in whole or in part by HUD, then the Contract Documents shall consist of the documents described in Section 1.2 above and include the General Contract Conditions for Non-Construction Contracts ("Form HUD-5370-C1", Section I), as the provisions therein may apply to the project.

1.4 If the awarded bid or quoted price for the work or awarded response to the RFP for services, including nonroutine maintenance as defined at 24 Code of Federal Regulations ("CFR") 905.100, and is greater than \$2,000 but not more than \$175,000 and the project is funded in whole or in part by HUD, then the Contract Documents shall consist of the documents described in Section 1.2 above and include Form HUD-5370-C1 Section II, as the provisions therein may apply to the project.

1.5 If the awarded bid or quoted price for the work or awarded response to the RFP for services, including nonroutine maintenance, and is greater than \$175,000, and the project is funded in whole or in part by HUD, then the Contract Documents shall consist of the documents described in Section 1.2 above and include Form HUD-5370-C1 Sections I and II, as the provisions therein may apply to the project.

1.6 The Contract Documents are to be read as a whole and meaning given to each provision where possible. If an ambiguity exists in the Contract Documents, the specific provision shall take precedence over the general provision and the more stringent Contractor performance standard shall take precedence over the less stringent provision, provided the standard is in

compliance with applicable law. If two provisions within the Contract Documents are substantially identical or duplicative, then the clauses in combination shall apply where possible, but if use of both provisions is contradictory or absurd, the provision appearing in this Agreement shall be used unless there is an applicable HUD-5370-C1 provision. In such case, the applicable HUD provision shall apply.

SECTION 2. CONTRACTOR TERMS AND CONDITIONS.

2.1 Contractor shall furnish all labor, material, skill, and equipment necessary or required to perform all the work or services in the Contract Documents generally described as follows:

[Describe]

2.2 Contractor shall provide labor and materials and services as shown in the Contract Documents. The price ("Price") including all taxes and permit fees shall be: \$ _____. If the Price is based on unit prices then the Price shall be:

[Describe]

2.3 Contractor shall promptly pay for all materials, labor and equipment used in, or in connection with its performance of this Agreement, or the performance of its subcontractors and suppliers, when such bills or claims become due and indemnify and hold harmless the Project and the HRA from all claims and mechanic's liens, and upon HRA request, furnish satisfactory evidence to the HRA, when and if required that the Contractor has complied with the above requirements.

2.4 Contractor shall begin work or services within _____ calendar days after being notified, in writing by the HRA that Contractor may proceed ("Notice to Proceed"). Contractor further agrees that except for delays caused solely by the HRA or excusable delay, the Contractor will complete its work or services on a timely basis after its receipt of the Notice to Proceed. Contractor agrees that time is of the essence in performing the work or services.

2.5 Contractor agrees to proceed with the work or services in an orderly, consistently timely and reasonable sequence and to abide by the HRA's decision as to all Contractor storage and working spaces of the Project.

2.6 To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the HRA, and HRA's agents and representatives, the City of Crosby, and the HRA's lenders from any and all losses or damage from third claims or causes of action (including without limiting the generality of the foregoing, attorneys' fees and disbursements paid or incurred by the HRA to enforce the provisions of this paragraph) occasioned by the failure of Contractor to carry out the provisions of this Agreement arising out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property to the extent caused by the negligent acts or omissions of the Contractor, a Contractor subcontractor or supplier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such a claim, damage, loss or expense is alleged to have been caused in part by a party indemnified hereby.

Further, in claims against any person or entity indemnified under this section by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

2.7 Contractor agrees to provide a performance bond and payment bond if Contractor will utilize subcontractors or suppliers, satisfactory to the HRA prior to the beginning of work or service if the Contract Price is \$50,000 or greater.

2.8 Subject to additional terms set forth in the Contract Documents, Contractor agrees to obtain worker's compensation insurance as is required by law, comprehensive general liability and property damage insurance to protect the Contractor and the HRA against claims for bodily injury or death or for damage to property occurring upon, in or about the Project, for the applicable claims period for this Project, and to have the HRA named as an additional insured with limits in amounts at least equal to those specified below or as otherwise may be required by HUD, if the Project is funded in whole or in part thereby, and the HUD required amount is greater than below:

Risk Insurance	\$1,000,000.00 Aggregate
Bodily Injury Liability	\$1,000,000.00 Each Person
General Liabilities	\$1,000,000.00 Aggregate
Property Damage Liability	\$1,000,000.00 Aggregate
Automobile	As required by law
Worker's Compensation	As required by law

2.8.1 Any and all insurance shall be issued by an "A" rated insurance company or companies. Contractor agrees to furnish the HRA with satisfactory evidence that he has complied with this paragraph. Contractor further agrees to obtain and furnish the HRA with an undertaking by the insurance company issuing each such policy that such policy will not be canceled except after thirty (30) days written notice to the HRA of its intention to do so.

2.8.2 Contractor agrees to assume the entire responsibility and liability for all damages or injury to any and all individuals, whether employees or otherwise and to all property, including the HRA's property arising out of, resulting from, or in a manner connected with the performance of the Work or occurring or resulting from the use by Contractor, its agents or employees of materials, equipment, instrumentality's or other property, whether the same is owned by the HRA, Contractor or third parties, and Contractor agrees to indemnify, defend and save harmless the HRA, his agents and employees from any and all such claims, including, without limiting the generality of the foregoing claims for which the HRA may be, or may be claimed to be liable and attorneys' fees and disbursements paid or incurred to enforce the provisions of this paragraph.

2.9 Contractor agrees to accept responsibility for all damage caused by Contractor to clean and repair all surfaces soiled or damaged by Contractor or its subcontractors or suppliers, and to protect the work or subject of its services. If any dispute arises between Contractor and its

subcontractors as to which is responsible for any kind of damage, Contractor shall be responsible to first timely repair or pay for the damage or repair and later resolve allocated responsibilities for the damage among those responsible.

2.10 When using subcontractors approved by the HRA for the work or services, Contractor shall supervise and direct the work or services, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, the means, methods, techniques, sequences, and procedures used and for coordinating all portions of the work or services under the Contract Documents unless they give other special instructions concerning these matters. In such case the Contractor shall evaluate the jobsite safety and shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that the Contract Documents direct means, methods, techniques, sequences, or procedures that are not safe, Contractor shall give timely written notice to the HRA and shall not proceed with that portion of the work or services without further written instructions from HRA.

2.11 Contractor is solely responsible for initiating, maintaining, and supervising all safety precautions and measures in connection with the performance of this Agreement and agrees to take all safety precautions with respect to its work or services and shall comply with all applicable laws, ordinances, rules and regulations and lawful orders of any public or governmental authority for the safety of persons or property.

2.12 Contractor is responsible to ensure their employees have received all applicable safety training, that they agree to provide all the tools and equipment to complete the contracted job tasks and, the equipment and tools should be in safe, working order.

2.13 Contractor agrees not to assign any or all of this Agreement and not to assign any money due or to become due thereunder without first obtaining prior written consent of the HRA. Contractor shall supply the HRA with a list of all individuals or businesses to which it intends to subcontract the work or services or from which it will obtain materials or equipment. Such list is attached hereto as Exhibit B and incorporated herein by reference.

2.14 Contractor agrees not to employ any person who is reasonably unacceptable to the HRA. Contractor further agrees to remove any such person from the Project if the HRA reasonably requests.

2.15 Contractor agrees that the HRA, or its authorized representatives, shall have the right to order, in writing, the elimination or addition of any part or parts of the work or services in the Contract Documents. Equitable adjustments shall be made to the Contract Price for such omitted or added work or services. No extra work shall be allowed, or changes made by Contractor, or paid for by the HRA, unless and until authorized in writing by the HRA before the work or service changes are commence. Contractor agrees to sign attached Exhibit A to this Agreement and waives all claims for additions or changes unless the HRA has signed a written change order.

2.16 Contractor agrees to provide detail of sales taxes paid on Exhibit D for materials furnished on project from contractor and any subcontractors upon completion of project.

2.17 Contractor further agrees to give prompt written notice to the HRA Contracting Officer of all claims for extras, for requests of extensions of time and for damages for delays or otherwise, and in accordance with Contract Documents. Contractor agrees that any change orders for an increase in the Price and an extension to the time of performance must be consented to in writing by the HRA prior to commencing work or services on the proposed change order. Contractor agrees that only **Eric Charpentier, Executive Director (ED)** is authorized to sign change orders on the HRA's behalf.

2.18 Execution of the Agreement by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the work or services are to be performed and has correlated personal observations with requirements of the Contract Documents.

2.19 Contractor shall, before starting the work or services, carefully study and compare the various Contract Documents relative to work or services, as well as the information furnished by the HRA. Contractor shall promptly report to the HRA any errors, inconsistencies or omissions discovered by or made known to the Contractor that may affect its work or services as a request for information in such form as the HRA may require.

2.20 Contractor agrees that in case of default, in addition to HRA rights and remedies in the performance bond, the material and equipment of Contractor shall be left at the Project for use by the HRA in completing the Contractor's work or services. The HRA shall be obligated to pay the Contractor for all such material and equipment on a rental basis and returned to Contractor upon completion, provided, however, any additional costs or damages incurred by HRA due to Contractor's default may be an offset against costs otherwise owed by HRA to Contractor due to its default.

2.21 Contractor agrees to obtain, at its cost, all permits, all licenses, all plan approval, all inspections and all other governmental approvals necessary to this work or service and to comply with all federal, state, county, and municipal laws, codes and regulations and to pay all costs and expenses incurred in connection with such compliance, to pay all fees and taxes, including sales and use taxes, and also pay all taxes imposed by any state or federal law for any employment insurance, pensions, retirement funds or any similar purpose, and to furnish all necessary reports and information to the appropriate federal, state and municipal agencies, with respect to all of the foregoing, the same as though Contractor was in fact the HRA and to hold the HRA and any other contractor and/or subcontractor harmless from any and all losses or damage occasioned by the failure of Contractor to comply with the terms of this paragraph.

2.22 If any part of Contractor's work or service depends, for proper execution, upon the work of the HRA, or any other contractor, Contractor shall inspect and promptly report to the HRA any apparent discrepancies or defects in such work or service that renders unsuitable. Failure of the Contractor to inspect and report to the HRA shall constitute Contractor's acceptance of the work or service of the HRA and other contractors.

2.23 If HRA has agreed to partial or periodic payments during the work or service, Contractor shall provide complete invoices, receipts executed lien waivers and contractor affidavits, if necessary, in the form required by the HRA, so that the HRA may accept, review, and approve said invoices for the current payment cycle. Request for payment will be deemed accepted by the HRA on the date the HRA determines, in its sole judgment, that the HRA has all the information required to process the payment; consistent with the Prompt Payment of Local Government Bills, Minnesota Statutes, Section 471.425 (“PPA”) governing payments in this Agreement.

2.24 As applicable to Contractor’s work or service and in accordance with the PPA, Contractor shall pay its subcontractors and suppliers within ten (10) days of receipt of payment from the HRA or pay interest to the subcontractors and suppliers on the obligation at a rate of 1.5% per month or any part of a month.

2.25 Contractor agrees to perform all work or services in accordance with and to otherwise abide in all respects with all applicable federal, state, and local laws, rules, and ordinances. Contractor is responsible for removing all its debris from the site at its sole expense and pay for any costs associated with fees for dumpster or landfill costs. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by works or services under the Contract. At completion of the work or services, the Contractor shall remove any waste materials or Contractor property from the Project area.

2.26 The Contractor has no right to stop work or service due to the HRA’s withholding of partial or periodic payment due to a good faith dispute over Contractor’s performance under the terms of the Contract. The Contractor must diligently proceed with the Work pending resolution of the dispute.

2.27 If HUD is funding all or some portion of this Project, Contractor shall include in all its subcontractor agreements, the following “Section 3” clause:

- The work or services to be performed under this Agreement are 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-income persons, particularly persons who are recipients of HUD assistance for housing.
- The parties to this Agreement agree to comply with HUD’s regulations in 24 CFR part 75, which implemented Section 3. As evidenced by their execution of this Agreement, 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.
- The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other

understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- 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.
- The Contractor will certify that any vacant employment positions, including training positions, which are filled: (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75.
- To Show Compliance with regulations 24 CFR Part 75. The Section 3 contract form must be completed and submitted to the HRA along with and all his/her subcontractors. To be completed annually, due date is by December 31st or at the completion of the project if before, as described in the Section 3 contract, Exhibit C
- Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

2.28 Contractor agrees to maintain for the duration of the Agreement, all requirements to comply with Minnesota Statutes, Section 16C.285 (Responsible Contractor).

2.29 Potential Escalation of Rates. Pertaining to the ensuing contract, the successful bidder may receive an escalation in costs as detailed following:

- a. Costs. At the discretion of the Agency, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of costs allowed in the same amount of any escalation that occurs pertaining to the corresponding Maintenance Wage Rate Determination (MWRD) For example, if, at the end of the first contract period the listed prevailing wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the

agency's discretion, be entitled to a 5% increase in the labor rates. Additionally, the Contractor may request an increase based on other factors. However, documentation including the justification must be sent with the request. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.

- i. Notification must be received from the Contractor using the provided "Price Escalation Form" referred to as Exhibit E. The Contractor must notify the ED, in writing, of such desired escalation at least 90 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the ED.
- ii. Right to Reject. As stated within this Section, the Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the Contractor has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):
 1. Step No. 1. The Contractor submits his/her written request for an increase, accompanied by the required documentation, to the Agency ED within the required 90-day period (please see the preceding Section 2.29-a herein);
 2. Step No. 2. The Agency considers the requested increase and, within 14 days of receipt of such, issues a written response to the Contractor as to whether the request is approved or rejected; and,
 3. Step No. 3. If rejected and the Contractor wishes to, as a result, cease providing the services to the Agency, the Contractor has 14 days from the receipt of the written notice of rejection to deliver to the Agency ED a written notice that he/she is hereby invoking his/her right to discontinue the services in 90 days of the date this notice was delivered to the Agency or the last day of the contract which ever comes last. (The specific date 90-days and the last day of the contract must be written within the notice); then,
 4. Step No. 4. The Agency will then endeavor to ensure that it makes other arrangements to replace the Contractor (i.e., contract with another firm; do the services in-house; etc.); further, if such other arrangements are completed by the Agency prior to the aforementioned 90-day date, the Agency shall retain the right to deliver to the original Contractor a

14-day written notice to cease services (meaning, the 90-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

SECTION 3. HRA TERMS AND CONDITIONS.

3.1 The HRA contracts with Contractor to do the Work described in Paragraph 1 hereof under the terms and conditions of the Contract Documents.

3.2 Pursuant to the PPA, the HRA agrees to pay Contractor the full amount due and properly owing, less retainage, if any, and other hold backs or offsets, upon satisfactory performance of the Work under this Agreement and upon the HRA's written acceptance of the Work.

3.3 Final payment, including all retainage and other hold backs or offsets, shall become due and payable within thirty (30) days after acceptance of the work or services in writing by the HRA. The HRA shall condition final payment upon receipt of IC 134 requirements/Contractor Affidavits, Sales Tax Paid Form, mechanic's lien waivers, if applicable, and upon Contractor providing to HRA any and all documents reasonably required by the HRA as necessary to provide HRA with operational documents after completion of the project in accordance with all with all federal, state, and local laws.

3.4 The HRA may terminate the Contract if the Contractor:

3.4.1 repeatedly is untimely in the performance of the work or services of the Contract, or refuses or fails to supply enough properly skilled workers or proper materials to fulfill the Contract requirements;

3.4.2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;

3.4.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

3.4.4 is otherwise in substantial breach of a provision of the Contract Documents.

3.5 When the HRA terminates the Contract for one of the reasons stated in Sections 3.4 1-3.4.4 above, the Contractor shall not be entitled to receive further payment until the work or services resume as timely and satisfactorily performed.

3.6 The HRA may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the HRA may determine.

3.7 The HRA may, at any time, terminate the Contract for the HRA's convenience and without cause.

3.8 Upon receipt of written notice from the HRA of such termination for the HRA's convenience the Contractor shall:

3.8.1 cease operations as directed by the HRA in the notice;

3.8.2 take actions necessary, or that the HRA may direct, for the protection and preservation of the Work; and

3.8.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts, and purchase orders and enter into no further subcontracts and purchase orders.

3.9 In case of termination for the HRA's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

SECTION 4. MISCELLANEOUS PROVISIONS.

4.1 Renewal Options. This contract is initially executed for the period of 1 year with the option, at the Agency's discretion, of 4 additional one-year option periods, for a maximum total of 5 years.

- a. The Contractor must provide a written notice to the Executive Director (ED) at least 90 days prior to the conclusion of the initial year or any subsequent years, expressing their intention to terminate the contract. Failure to provide the required 90-day notice will result in an extension of the contract up to that 90th day.

For instance, if the contractor decides to terminate the contract with only 60 days remaining until its expiration, the contract can be extended for up to an additional 30 days beyond the current contract end date.

- b. The term of the contract is as follows:

Term	Start Date	End Date
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		

4.2 It is the HRA's policy to resolve all contract disputes informally, without litigation if possible. Contractor disputes shall not be referred to HUD until all pre-litigation dispute resolution remedies have been exhausted at the HRA level, including mediation.

4.3 This Agreement shall not be modified except in writing signed by both the HRA and Contractor.

4.4 This Agreement shall be construed and governed by the substantive laws of Minnesota, without regard to choice of law principles.

4.5 Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing this contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and Contractor must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the HRA.

4.6 Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Contractor agrees that the books, records, documents and accounting procedures and practices of Contractor, that are relevant to the Contract or transaction, are subject to examination by the HRA and the state auditor for a minimum of six (6) years. Contractor shall maintain such records for a minimum of six (6) years after final payment.

4.7 Pursuant to Minnesota Statutes, Section 181.59, the Contractor will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, or age. The Contractor agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices, and the terms of said section are incorporated into this contract.

IN WITNESS WHEREOF, the undersigned parties represent that they have caused this Agreement to be executed by the parties below.

[Signature page to follow]

SAMPLE

CROSBY HOUSING AND
REDEVELOPMENT AUTHORITY

Date: _____

By _____

Its: _____

CONTRACTOR:

Date: _____

By _____

Its: Owner

ARE YOU A CORPORATION? _____
PLEASE PROVIDE ONE OF THE FOLLOWING:

FEDERAL ID # _____

OR SOCIAL SECURITY # _____

EXHIBIT A

TO: All Contractors and Suppliers

RE: Extras, Change Orders and Waiver

Any and all additional work which deviates from the original contract price shall be at your own risk unless authorized in writing by the HRA prior to said work occurring.

Any and all changes must be documented by a written change order signed by the HRA/Representative. Other employees of the HRA do not have express, implied, or apparent authority to authorize additional work for the HRA. Verbal agreements or orders shall not constitute authorization and any work done pursuant to a verbal agreement or order shall be at your risk. This notice also constitutes your written waiver of any benefits conferred under a claim based on a quasi-contract if and when work occurs pursuant to a verbal agreement or order.

Please sign and return this to:

THE CROSBY HOUSING AND
REDEVELOPMENT AUTHORITY

CONTRACTOR

By _____

By _____

Its: Owner

Its: _____

324 East River Road
(218) 824-3425
(218) 828-8817 Fax

Date: _____

Date: _____

EXHIBIT B

VERIFICATION OF SUB-SUBCONTRACTORS AND SUPPLIERS

Please list all of your subcontractors and/or suppliers you anticipate using for the Project on this form and return to the HRA at least 10 days prior to commencing your work. This form must be returned to us before your first pay request will be processed and it must be updated before all other pay requests are processed.

If you will not be using any subcontractors or suppliers, please state that on this form, sign the bottom and return it to the HRA.

I, the undersigned, hereby certify and swear that the following list of subcontractors and or suppliers, is complete, including any and all suppliers of labor and material to and for the Project.

_____	_____	_____
Firm	Amount	Contact Person/Phone

_____	_____	_____
Firm	Amount	Contact Person/Phone

_____	_____	_____
Firm	Amount	Contact Person/Phone

_____	_____	_____
Firm	Amount	Contact Person/Phone

_____	By _____
Firm	(Print Name)

Its _____
(Print Title)

EXHIBIT C

Section 3 Contract – Recipient Compliance and Reporting

***This form must be completed and submitted to the HRA by the awarded contractor of a Section 3 covered project and all of his/her subcontractors. To be completed annually, due date is by December 31st or at the completion of the project if before.**

From: _____ **For:** _____
Name of Contractor Name of Project

What is Section 3?

Under Section 3 of the Housing and Urban Development Act of 1968, whenever HUD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low and very low-income workers, targeted section 3 workers, and section 3 business concerns in that area. The project being awarded has funding which is subject to Section 3 requirements.

***Covered projects contractors and subcontractors are required to show a good faith effort to provide the following:**

Quantitative Reporting

1. Provide employment and training opportunities for **Section 3 Workers** (minimum of 25% total labor hours).
2. Provide employment and training opportunities for **Targeted Section 3 Workers** (minimum of 5% total labor hours).
3. Provide opportunities for **Section 3 Business Concerns** for service contracts.

If 1 and 2 are not met, #4 is a must.

Qualitative Reporting

4. Section 3 Outreach and Development Activities.

QUANTITATIVE REPORTING:

A. Confirmation of hiring and training Section 3 Workers and Targeted Workers:

- The total number of labor hours for the covered contract _____
- Labor hours for Section 3 Workers _____
- Labor hours Section 3 Targeted Workers _____

*Please note that if hours are entered, you must also provide record of self-certification or employer certification of Section 3 Worker or Targeted Worker if not done at contract award.

B. Confirmation for contracting or certifying as a Section 3 Business Concerns:

____ No ____ Yes

If Yes, please

- **Provide Section 3 Business self-certification form**, if not provided at time of award.
- **Provide Screen Print Out of Section 3 Business is registered on HUD opportunity portal.**

QUALITATIVE REPORTING:

If contractor has not met or exceeded HUD Section 3 Safe Harbor/Benchmarks (percentages listed above) Contract recipient must report qualitative Section 3 Compliance activities. Contractor and subcontractors must document that they have conducted Section 3 Worker outreach and development activities.

Section 3 Outreach and Development Activities Option:

Select actions that the contractor/sub-contractor will complete and document:

- () Using your lobby of your business (at least 7 calendar days) to hand out and/or hang the section 3 brochure. (Submit proof of posting to the HRA)
- () Post information regarding section 3 to a business website (for at least 7 calendar day) or social media platform. (Submit proof of posting to the HRA)
- () Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers. (Submit an application to the HRA to post within their facilities for tenants and voucher holders to see.)
- () Provided training or apprenticeship opportunities.
- () Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- () Provide assistance to apply for or attend colleges or technical schools
- () Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- () Engaged in outreach efforts to identify and secure bids from Section 3 business concerns. (<https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>) (provide print out of Section 3 business registry result)
- () Utilize the services HUD opportunity portal (<https://hudapps.hud.gov/OpportunityPortal/>) (attach copy of Section 3 Resume)
- () Other outreach activities as listed in HUD Section 24 CFR 75.15(b) Additional reporting
Fill in an effort: _____

If selected, contractor/subcontractors must provide documentation of what specific activity was conducted

I certify that to the greatest extent feasible HUD Section 3 Workers, Targeted Workers, and Business Concerns were sought and utilized for labor, services, and construction subcontracts to comply with HUD Section 3 requirements. I certify no violations of federal regulations. I certify the information and documentation provided is true and correct.

Signature (Contractor or Subcontractors)

Date:

EXHIBIT D

Sales Tax Form Contractor's Statement

Qualifying Entity: Crosby HRA

Project Name: _____

Invoice Number(s): _____

Based on upon a review of our records for the project in question, it has been determined that the following amounts were paid in sales and/or use taxes:

Purchase Period(s)	Taxable Cost	MN Tax Paid (6.875%)	Local Tax Paid
_____	\$ _____	\$ _____	\$ _____ Brainerd .50%
			\$ _____ Baxter .50%
			\$ _____ Crow Wing .50%
			\$ _____ %

*If additional taxing jurisdictions exist, please attach spreadsheet

The amounts listed have been paid on the project or that portion of the project which directly relates to the qualifying low-income housing units. This tax amount is for building materials and equipment incorporated into the construction, improvement, or expansion of qualified low-income housing projects, and does not include any amounts paid for equipment and machinery purchased or leased by us and used in fulfillment of this contract.

Our MN Identification Number is: _____

Company Name: _____

Address: _____

Phone: _____

I (We) declare under the penalties of criminal liability for willfully making a false claim that this statement has been examined, and, to the best of my (our) knowledge and belief, is true and complete.

Name: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT E

Price Escalation Form

This Contract Price Escalation Form ("Form") is being executed between Crosby HRA and _____ in accordance with the terms and conditions specified in the existing contract dated _____.

1. Purpose: The purpose of this Form is to establish the mechanism for adjusting the contract price in the event of circumstances beyond the control of either party that result in an increase in costs associated with the performance of the contract.
2. Escalation Trigger: Please refer to the executed contract for specific language.
3. Price Adjustment Calculation: In the event of an Escalation Trigger, the contract price shall be adjusted using the following formula:

Adjusted Contract Price = Current Contract Price + (Current Contract Price x Escalation Percentage)

4. Escalation Percentage: The Escalation Percentage shall be determined based on documented cost increases incurred by the Contractor as a result of the Escalation Trigger. The Contractor shall provide documentation of the cost increases to the HRA.
5. Entire Agreement: This Form only if approved by the ED, along with the original Contract, constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

(Provide additional information if necessary)

Current Rate: _____

Escalation %: _____

Adjusted Rate: _____

Justification: _____

Please sign and return a copy of this Form to acknowledge your agreement to its terms and conditions.

Name: _____ Title: _____

Signature: _____ Date: _____

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

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 a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

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

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

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

1. Minimum Wages

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

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

5. Disputes concerning labor standards

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

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

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

6. Contract Work Hours and Safety Standards Act

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

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

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.