

PHARR HOUSING AUTHORITY/PHARR HOUSING DEVELOPMENT CORPORATION

# Request for Proposal 2021-01– New Vehicles

104 W. Polk Ave, Pharr, TX 78577

## 1.1 Background

The Pharr Housing Authority (PHA) is chartered in the State of Texas and began service to the community in 1949. As a public benefit corporation, the PHA provides subsidized housing within the City of Pharr, Texas (City), in accordance with federal legislation. The PHA's major funding comes from grants and subsidies by the United States Department of Housing and Urban Development (HUD). The PHA also earns rent, administrative fees, and investment income and receives private donations.

The PHA's governing body is a seven-member Board of Commissioners appointed by the Mayor of Pharr. The PHA's Executive Director, Noel De Leon, has been leading the organization since 2016. The Authority currently has 29 employees.

The mission of the PHA is to become the Premier Housing Agency by Promoting Honesty, Integrity, Respect and Dedication, Empowering Staff and Influencing the Future Growth and Development of Families Through Education and Housing.

To accomplish this objective, PHA manages 247 public housing units throughout the City of Pharr. This program has been supported by a \$1.8 million operational budget.

PHA also provides monthly rental assistance to a maximum 828 qualifying low and moderate-income families in Pharr, Texas, through HUD's Housing Choice Voucher program (formerly known as Section 8). This growing rental assistance program is supported by a \$4.2 million budget.

For both public housing residents and assisted housing clients, PHA offers (in partnership with numerous community organizations) a variety of supportive services. These services include counseling, case management, drug education and violence prevention, job training, medical assistance, and youth enrichment.

PHA is involved in numerous other mission related initiatives, most notably:

Pharr Housing Development Corporation (PHDC) – In 1992, the PHA formed a 501 (c)(3) nonprofit corporation. It was formed for the purpose of providing decent affordable housing, building affordable housing, and to support the PHA's mission, and much more. PHDC is the sole member of four general partners in four low-income housing tax credit (LIHTC) developments. They include Las Canteras Housing Partners, LTD (100 units), Mesquite Terrace, LTD (105 units), PHDC Parkview Terrace GP, LLC (100 units), and Sunset Terrace, LTD (100 units).

## 1.2 Solicitation

The Pharr Housing Authority and the Pharr Housing Development Corporation are issuing this Request for Proposal ("RFP") to competitively procure an entity to furnish and deliver new vehicles to the PHA and PHDC, to the Administration Building at 104 W. Polk Avenue, Pharr, TX, 78577, as listed in section **Part IV – Scope of Vehicle Specifications** (Vehicles).

It is the intention of the PHA/PHDC to award all Vehicles to a single entity; however, PHA/PHDC reserves the right to award separate agreements for Vehicles based on criteria that PHA/PHDC determines to be appropriate.

Respondents will be required to perform all services requested under this RFP in accordance with best practices, professional, and ethical standards.

### 1.3 Procurement Authority

All matters and issues related to this RFP, and any contract resulting from the RFP shall be governed by the regulations included in **24 C.F.R 85.36**; and procurement principles set forth in the HUD Handbook on Procurement for Public and Indian Housing Authorities, Handbook 7460.8, Rev-2; applicable State and Local laws and the Statement on Procurement Policy for the Pharr Housing Authority/Pharr Housing Development Corporation.

### 1.4 Laws and Regulations

This procurement may be funded in whole or in part by grants provided by the US Department of Housing and Urban Development. Applicable laws and regulations will govern this procurement and any subsequent agreement. In addition, applicable laws and regulations of the State of Texas and Hidalgo County Texas, will apply to the resulting awarded agreement(s).

### 1.5 Obtain Copies of this Solicitation

Single copies of the Response package may be obtained, at no cost by visiting the PHA website at: [www.pharrha.org](http://www.pharrha.org).

Hard Copies may be available in person at the address below:

**Pharr Housing Authority  
104 W Polk Ave  
Pharr, Texas 78577**

Persons wishing to be mailed copies may request via email: [Frank.Ibarra@pharrha.org](mailto:Frank.Ibarra@pharrha.org)

## PART II – SUPPLEMENT INSTRUCTIONS TO RESPONDENTS

### 2.1 Submission of Response

The instructions below provide guidance on what the submittal should contain and how it should be organized. **Respondents should deliver two (2) complete sets, (one (1) original and one (1) copies) and a digital file on a CD or JUMP DRIVE in PDF format.** All submittals must be assembled in the order described in this RFP, in a sealed envelope or box clearly marked with the words **“New Vehicles Response”**

Sealed responses to this solicitation must be received by the PHA/PHDC no later than 5:00 pm (CT) on, Monday, June 14, 2021, at the **Pharr Housing Authority 104 W Polk Ave Pharr Texas 78577.**

All Proposals must be submitted in accordance with the conditions and instructions provided herein. All Proposal must remain open for acceptance for one hundred and eight days (180) from due date.

### 2.2 Time Table

The submission of proposal(s) in response to the RFP will be evaluated in accordance with the schedule below.

Schedule Procedures	Date	Time
RFP Date of Issue	April 12, 2021	5:00 pm (CT)
Pre-Proposal Conference/Trade-in Inspection	May 12, 2021	10:00 am (CT)
Deadline for Receipt of Questions	May 31, 2021	10:00 am (CT)
Deadline for Proposal Submissions	June 14, 2021	5:00 pm (CT)
Proposal Review	June 21, 2021	
Announce Award to Successful Responder	July 26, 2021	10:00 am (CT)
Contract Execution	August 9, 2021	
Start of Services	Upon Issuance of Notice to Proceed	

Every effort will be made to maintain this schedule. However, all dates are subject to change if it is deemed to be in the best interest of the PHA/PHDC.

### 2.3 Pre-Proposal Conference

The PHA/PHDC's Contract and Procurement Office will conduct a Pre-Proposal Conference/Trade-in Vehicle inspection from 10:00 a.m. to 12 noon CT at the Pharr Housing Authority, Administration Building, 104 W Polk Avenue, Pharr, Texas 78577 on Wednesday, May 12, 2021. The PHA/PHDC strongly recommends that all interested offerors attend. For those interested in attending via conference call, please contact the Mr. Frank Ibarra at (956)787-1822, not later than 2:00 p.m. CT, Friday, May 7, 2021.

Though currently not enrolled in any eligible fleet programs, the PHA/PHDC may enroll in such programs to ensure the best possible purchase prices. Respondents requiring fleet enrollment in order to offer the lowest possible price are requested to make such request at or before the Pre-Proposal Conference.

Impromptu questions will be permitted at the Pre-Proposal Conference and trade-in vehicle inspection and verbal answers provided. Verbal answers provided by PHA/PHDC are not binding and only intended for to provide general direction. Formal written responses to substantive questions will be provided in writing to each interested offeror as set forth in **Section 2.4** herein below not later than Monday, May 31, 2021. Any changes required will be issued as an addendum to this RFP.

### 2.4 Interpretations/Questions

During the period between issuance of the RFP and proposal due date, no oral interpretation of the RFP's requirement will be given to any prospective Respondent. Request for interpretation must be made, in writing, at least five (5) days before the submission due date and time to Lazaro Guerra, Deputy Director at email [Lazaro.Guerra@pharrha.org](mailto:Lazaro.Guerra@pharrha.org).

### 2.5 Addendum and Update Procedures for the RFP

During the period of advertisement for this RFP, the PHA/PHDC may wish to amend, add to, or delete from, the contents of this RFP. In such situations, the PHA/PHDC will issue an addendum to

the RFP setting forth the nature of the modifications(s). The PHA/PHDC will email (or send via regular postal mail or fax upon written request of the Respondents) any addenda to Respondents of the RFP Solicitation. Interested parties may also view addenda on the PHA's website [www.pharrha.org](http://www.pharrha.org). It shall be the responsibility of each Respondent to insure they have any/all additional addenda relative to this RFP.

## **2.6 Proposal Format**

All proposals shall be submitted in 8 ½ x 11-inch format, preferably in three (3) ring binders. Larger size pages or inserts may be used provided; they fold into 8 ½ x 11 inches. All copies of the submittal must be identical in content and organizations. The format of the respondent's proposal should be structured the same as the format of the RFP. Proposals should be organized into sections and tabbed for ease of review. Provide a comprehensive Table of Contents at the front of the proposal. Organize the proposal in response to the Submission Requirements, taking care to address all issues identified in the Scope of Service. The front cover of the proposal should bear the name and number of the RFP, the date, and the Respondent's name, address, phone, fax number, and email address.

## **2.7 Submittal Forms**

Respondents must provide, as a part of the proposal, all required certifications and HUD forms, licenses and proof of insurance. All forms that require a signature or initials must bear an original initial or signature.

## **2.8 Acceptance of Proposals**

Proposals must be signed, sealed, and received in completed form at the PHA/PHDC, no later than the proposal closing date and time. Proposals submitted after the designated closing date and time will not be accepted for any reason and will be returned unopened to the originator.

The PHA/PHDC reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any formalities. Respondents may be excluded from further considerations for failure to comply with the specifications of this RFP.

The PHA/PHDC also reserves the right to reject the proposal of Respondents who have previously failed to perform properly or to complete on time, a contract of similar nature; that is not in a position to perform the contract. Alternatively, Respondents who habitually without just cause neglected the payment of bills or disregarded its obligations to subcontractors, providers of materials, or employees.

## **2.9 Time for Reviewing Proposals**

Proposals received prior to the closing date and time will be securely kept, unopened. No proposals received after the closing date and time will be considered. All proposals properly received will be evaluated by PHA/PHDC's Evaluation Committee appointed by the Executive Director. The Evaluation Committee will analyze proposals within the 180 days of the date and time due and a recommendation for Notice of Award or not to award to the PHA/PHDC Executive Director.

## **2.10 Withdrawal of Proposals**

Proposals may be withdrawn by means of a written request or faxed requests dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for receipt and must be signed by the Respondent. In addition, withdrawals must be postmarked prior to the date and time set for proposal opening. Negligence on the part to the Respondent in preparing their proposal confers no right to make modifications or withdraw proposal after the due date and time.

### **2.11 Award of Contract**

Contact shall be awarded to the Respondent or Respondents submitting a proposal(s) according to the evaluation criteria contained herein, provided the proposal(s) is in the best interest of the PHA/PHDC. The Respondent(s) to whom the award is made will be notified at the earliest practical date.

### **2.12 HUD Debarment and Suspension List**

The Respondents and all subcontractors' names or businesses must not appear on the HUD's Debarment and Suspension list ([www.epls.gov](http://www.epls.gov)).

### **2.13 Certification of Legal Entity**

Prior to execution of the purchase agreement, the Respondent shall certify that joint ventures, partnerships, team agreements, new corporations, or other entities that either exist or will be formally structured are, or will be, legal and binding under Texas State Law and the City of Pharr, Texas.

### **2.14 Cost Borne by Respondent**

All costs related to the preparation of this RFP and any related activities are the responsibility of the Respondent. The PHA/PHDC assumes no liability for any costs incurred by the Respondent throughout the entire selection process.

### **2.15 Best available Data**

All information contained in this RFP is the best data available to the PHA/PHDC at the time of the RFP was prepared. The information given in the RFP is not intended as representation having binding legal effect. This information is furnished for the convenience of Respondents and the PHA/PHDC assume no liability for any errors or omissions.

### **2.16 Contacts with the PHA/PHDC Staff, Board Members, and Residents**

Beyond the above-referenced written communications, Respondents and their representatives may not make any other form of contact with the PHA/PHDC Staff, Board Members, or Residents. Any improper contact by or on behalf of Respondents may be grounds for disqualification.

### **2.17 Licenses**

The awarded Respondent shall have and maintain all required Licenses necessary to conduct business in the City of Pharr and the State of Texas. All licenses must be kept up to date for the duration of the awarded contract. Copies of all licenses must be in the Procurement/Contract Office prior to contract execution.

## **2.18 Respondent Responsibilities**

Each Respondent is presumed by the PHA/PHDC to have thoroughly studied this RFP and become familiar with the contents, locations, nature of requests, covered by the RFP. Any failure to understand completely any aspect of this RFP is the responsibility of the Respondent.

## **2.19 No Claim Against PHA/PHDC**

The Respondent shall not obtain, by submitting a proposal in response to this RFP, any claim against PHA/PHDC or PHA/PHDC's property for reason of all or any part of any of the following: the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter any agreements; any statement, representations, acts or omissions of the PHA/PHDC or any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.

## **PART III – SUBMISSION REQUIREMENTS**

Listed below are the sections that must be included in Respondent's proposal. Each section must be clearly labeled using the bold-faced titles listed below. The required submission must be bound, and each section tabbed.

### **3.1 Company Information**

Please furnish a brief history of your company including how long you have been in business, major offices located in Pharr, Texas and/or major offices located in the southern United States.

### **3.2 Proposal Preparation and Submission**

Respondent's proposals must be prepared and submitted in such a manner that they address, at a minimum, the requirements of Sections below in appropriate detail listing the Respondent's capabilities and delivery plan. Other preparation and submission requirements may be required by documents contained within Part IV (Scope of Specifications). It is the Respondent's responsibility to ensure that their proposal submittals properly address all requirements requested by the RFP. The Respondent must provide the following information:

- A copy of Certificate of Good Standing.
- Licensed as a Texas Dealer.
- A copy of the IRS SS-4.
- The Respondent shall have, at a minimum, a telephone number and electronic mail address from which it conducts business and is accessible by telephone from 8:00 a.m. to 5:00 p.m. CT, for concerns or requests that need immediate attention. An answering service is not acceptable. An office location, phone number and electronic mail address shall be stated in the interested Respondent's proposal.

### **3.3 Required Certifications/Forms**

Each proposal shall contain a copy of the following HUD forms.

Attachment A – **Form HUD 5369-B**, Instructions to Offerors – Non-Constructions

Attachment B – **Form HUD 5369-C**, Certifications and Representations of Offerors – Non-Construction Contract

Attachment C – **Form HUD 50071** Certification of Payments to Influence Federal Transactions

Attachment D – **Certification for Section 3 Business Preference**

Attachment E – **Form HUD 5370-C**, General Conditions for Non-Construction Contracts

Attachment F – **Form W9** Request for Taxpayer Identification Number and Certification

## **PART IV - SCOPE OF VEHICLE SPECIFICATIONS**

### **4.1 General Requirements**

#### **a. Minimum and/or Mandatory Requirements for Goods/Services**

Respondents shall identify in the proposal, the year of manufacture, the exact manufacturer name (make) and model of vehicles offered. Respond to all the minimum specifications requirement in the Minimum Specifications List in **Exhibit A**.

#### **b. Product Literature Certifications**

Respondents shall include in the proposal an electronic (digital) copy of the factory printed literature of the model(s) to be furnished and one (1) copy of the owner's manual covering care and operation.

The selected Respondent will submit the PHA/PHDC buyer's title and registration documentation to the county. It is the Respondent's responsibility to ensure that the PHA/PHDC receive the license plate and registration sticker.

The selected Respondent will submit an odometer certification for each vehicle submitted.

#### **c. Warranty**

At minimum, all vehicles provided under the terms of the agreement shall have a minimum extended seven (7) year/84,000-mile, original equipment manufacturer bumper to bumper warranty. Warranty documents (Successful Offeror's and manufacturer's) shall be delivered with the vehicles and shall detail manufacturer's obligations and manufacturer's and Respondent's warranty procedures. Warranty documents (Respondent's and manufacturer's) shall be delivered with the vehicles and shall detail manufacturer's obligations and manufacturer's and Respondent's warranty procedures.

During the warranty period, the Respondent shall ensure all repairs are completed by a certified technician using approved parts so as not to void the manufacturer's warranty. If replacement parts are used and such use voids the warranty, the Respondent shall replace the vehicle at no additional cost to the PHA/PHDC.

If the repairs will take more than 24 hours, the Respondent will provide a loaner of the same vehicle class free of charge.

#### **d. Service Facility**

At the time of proposal submittal, the Respondent shall have an established place of business with reasonable inventory of replacement parts and shop facility for repairing and servicing the vehicles and any accessories offered. Such facility shall be located within a 30-mile radius of where the vehicles are delivered.



**e. Routine Maintenance**

Routine maintenance shall be conducted every 3 months or 3,000 miles whichever occurs first for a period of five (5) years. Routine maintenance shall include, without limitation, changing of engine oil, replacing of oil filter, replace fuel filter if needed, replace spark plugs if needed, check level and refill brake fluid, check brake pads/liners, brake discs/drums and replace if worn out, check level and refill power steering fluid, check level and refill automatic transmission fluid, grease and lubricate components, inspect and replace timing belt or timing chain if needed, check condition of the tires, check for proper operation of all lights, wipers and tire rotation. The PHA/PHDC shall bring the vehicles to be serviced to the service facility identified in the Respondent's proposal.

**f. Product Quality**

Vehicles furnished under these provisions and specifications shall be new and free from defects. An unacceptable item must be replaced with an item of acceptable quality within one (1) month of notification. Best quality shall be determined solely at the discretion of the PHA/PHDC.

The replacement of any unacceptable item shall not relieve the Respondent from the responsibility imposed upon him by the Contract. The acceptability of any vehicle is judged solely by the PHA/PHDC. Payment, whether partial or final, shall not be construed to be an acceptance of an unacceptable vehicle(s).

**4.2 Vehicle Delivery/Trade-In Pick-Up Schedule**

The Respondent shall coordinate delivery with the authorized PHA/PHDC representative identified in the Contract documents. New vehicles furnished under these specifications shall be delivered within 120 calendar days of the official commencement date on the Notice to Proceed. Any applicable trade-in vehicles may be picked up by Respondent at the time of delivery of new vehicles, or within five (5) days thereafter.

**4.3 The Respondent's Responsibilities**

It is 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 PHA/PHDC, including the RFP document, and the documents within the RFP, and any addenda and required attachments submitted by the Respondent. By virtue of completing, signing, and submitting the completed documents, the Respondent is stating their agreement to comply with all conditions and requirements set forth within those documents.

It is responsibility of the Respondent to address all communication and correspondence pertaining to this RFP to Lazaro Guerra, Deputy Director, only. Respondents must not make inquires or communicate with any other PHA/PHDC staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause PHA/PHDC to not consider a bid submittal received from any Respondent who may have not abided by this directive.

**4.4 Purchase Contract Terms**

The PHA/PHDC shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the PHA/PHDC will reject any

proposal submitted with a condition requiring payment within a shorter period. Further, the PHA/PHDC will reject any proposal submitted with a condition requiring interest payments.

The PHDC may consider a finance agreement for purchase of vehicles, provided that such financing carries a 0% (no interest) rate, in which case the terms (such as repayment period and payment amount) shall be negotiated by Respondent and the PHDC.

Otherwise, any invoice(s) shall include the unit and total cost for each proposed vehicle by groups. The price submitted shall be the all-inclusive price charged to the PHA/PHDC including, without limitation, administrative costs, licensing, warranty, delivery, applicable taxes and all other necessary costs to furnish the vehicle(s).

The Respondent shall submit one (1) original invoice(s), upon delivery of goods or for services rendered to:

Pharr Housing Authority  
Attn: Accounting  
104 W Polk Avenue  
Pharr, Texas 78577

Upon receipt of the invoice, the PHA/PHDC shall date stamp the invoice, and use this receipt date to calculate the 30-day payment period. For the purposes of this paragraph, the Respondent's invoice date shall not be considered.

All invoices shall reference the Contract number assigned to the Contract. Payment shall be made upon certification by the PHA/PHDC that the Respondent has submitted the receipts for the goods and services specified.

## **PART V - PROCUREMENT PROCESS**

### **5.1 Evaluation Factors**

The proposal should address the factors outlined below:

- 1. Respondent's Approach/Response to Scope of Vehicle Specifications**

Make, Model and Other Information. Respondents shall identify in the proposal, the year of manufacture, the exact manufacturer name (make) and model of vehicles offered.

Respondents shall include in the proposal two (2) copies of the factory printed literature of the model(s) to be furnished and the user's manual covering care and operation.

The Respondent's capabilities (in terms of vehicles offered, services, warranties, minimum specifications included and exceeding the minimum, and optional specifications included) in Sections 4.1 and 4.3, the timeline for vehicle delivery in Section 4.2, and the Purchase Contract Terms in Section 4.4.

- 2. Proposal Cost** – The proposed costs the Respondent proposes to charge the PHA/PHDC for the Vehicles in Section 6.2 – Entry of Proposed Fees.

- 3. Vehicle Trade-in Value** – The proposed trade-in value for the vehicles list on the Vehicle Trade-in Value list in Section 6.4 – Vehicle Trade-in Value.

- 4. Submission of All Required Documents**

Complete, sign, and submit the completed documents, complying with all conditions and requirements set forth within those documents.

## 5.2 Evaluation Process

The following procedures will be followed for the evaluation:

- A. An Evaluation Committee is formed.
- B. All submittals are evaluated individually on vehicle specifications and purchase fees of the Respondent. The evaluation will consist of a qualitative review of the submittal to determine how it meets the minimum requirements.
- C. The PHA/PHDC reserves the right to make an award based solely on the proposal or to negotiate further with the selected Respondent.
- D. The PHA/PHDC may request that Respondents whose submittals are in the competitive range make oral presentations concerning their submittal to the PHA/PHDC's Evaluation Committee. Presentations will be scheduled by the PHA/PHDC on an individual basis. Furthermore, the PHA/PHDC may request either an on-site vehicle inspection or telephonic interview with Respondents in which the Evaluation Committee has deemed competitive.
- E. Negotiation of a contract price for the intended Proposed Fees as it is assigned will be held with the selected Respondent.
- F. The PHA/PHDC reserves the right to make no award or decline to enter negotiations should it believe that no Respondent to this RFP would be capable of delivering the necessary level of vehicle specifications within an acceptable price range and/or the time period.

## 5.3 Evaluation Factors Additional Points:

**Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) (Attachments B and C) And Section 3 (Attachment D) Participation:**

**MBE / WBE participation 5 points**

**Section 3 participation 5 points**

Maximum consideration will be given to those Respondents, who demonstrate through their submittals, that PHA's stated participation goals, in terms of MBE, WBE, and Section 3 business enterprise contracting, and Section 3 resident employment and training, will be met.

## 5.4 Summary of Evaluation Factors

Respondent's Approach/Response to Scope of Vehicle Specifications	25 Points
Proposal Cost	40 Points
Vehicle Trade-In Value	25 Points
Submission of All Required Documents	10 Points

**Total Evaluation Factors 100 Points**

### Additional Points:

MBE and WBE Participation	5 Points
Section 3 Participation	5 Points
Optional Specifications	1 Point each

**Total Possible Points (Total Evaluation Factors + Total Additional Points)**

**PART VI – PROPOSAL FORMAT**

**6.1 Proposal Submittal**

The PHA/PHDC intends to retain the successful Respondent pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that the PHA/PHDC will, as detailed within the previous Part V, consider factors other than just cost in making the award decision). Therefore, so that the PHA/PHDC can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the PHA/PHDC has published herein or has issued by addendum.

**6.2 Entry of Proposed Fees**

The proposed fees shall be submitted by the Respondent and received by the PHA/PHDC where provided. Each Respondent must enter where provided the proposed purchase fees for each vehicle; the Evaluation Committee will automatically calculate the listed/entered quantities multiplied by the proposed vehicle purchase fees entered. The ensuing total sum will be the firm fixed fee for the proposed purchase fee for each entity and vehicle class. Please note that the proposed fees submitted by each Respondent are inclusive of all necessary costs to provide the proposed vehicles, including, but not limited to delivery; minimum specifications; trade-in vehicle pickup costs; etc.

<b>RFP Section</b>	<b>Item No.</b>	<b>Qty</b>	<b>Entity</b>	<b>Vehicle Class</b>	<b>Purchase Fee (per Vehicle)</b>
6.2.1	1	1	PHA	New Heavy Duty Size Pickup Truck – 1 Ton Make: Model: Year:	\$
6.2.2	2	3	PHA	New Full Size Pick-Up Truck - 1/2-Ton Make: Model: Year:	\$
6.2.3	3	2	PHA	New Mid-Size Pick-Up Truck – Standard Make: Model: Year:	\$
6.2.4	4	1	PHA	New Mid-Size SUV – Standard Make: Model: Year:	\$
6.2.5	5	1	PHDC	New Mid-Size SUV – Standard Make: Model: Year:	\$
6.2.6	6	1	PHDC	New Full-Size SUV – Standard Make: Model: Year:	\$
6.2.7	7	1	PHA	New Full-Size Passenger Van – Standard Make: Model: Year:	\$

### 6.3 Quantities

All quantities listed by the PHA/PHDC herein and within the corresponding Pricing Items are for calculating purposes only. As may be further detailed herein, the PHA/PHDC does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract will be a Requirements Contract, in that the PHA/PHDC shall retain one contractor only and shall retain the right to order from that contractor (successful Respondent), on a task order basis, any amount of services, meaning for as many FY's that the PHA/PHDC requires during the ensuing contract period(s).

## 6.4 Vehicle Trade-in Value

**All responses must include Respondent's proposed trade-in value for each of the following vehicles. In the event that multiple Respondents are selected, then which vehicles are used as a trade-in to which Respondent are subject to negotiation, at the discretion of the PHA.**

Year	Make	Model		Body	Mileage	Condition	Trade-In Value
2012	Chevrolet	Tahoe		Texas Edition	48,513	Excellent	
2012	Dodge	Avenger		SXT 4 Door	25,144	Excellent	
2012	Dodge	Charger		SXT 4 Door	31,683	Excellent	
2008	Ford	E350		Van	9,187	Excellent	
2010	Ford	F150		Truck Ext. Cab	62,014	Excellent	
2010	Ford	F150		Truck Ext. Cab	54,303	Excellent	
2003	Ford	Expedition		XLT	87,629	Fair, rear A/C inoperable	
2008	Ford	F150		Truck Ext. Cab	92,732	Fair	
1995	Chevrolet	3500		Truck Single Cab Lift Gate	31,746	Fair	
2002	Ford	Expedition		XLT	Not visible	Inoperable, transmission issues	
2004	Chevrolet			Truck Single Cab	103,063	Inoperable, broken differential bar	

**It is the Respondent's responsibility to inspect the vehicles in this Section 6.4 prior to submitting proposal. All trade-in vehicles will be traded in to respective Respondent on an "AS-IS" basis at the time of Notice to Proceed. PHA/PHDC make no warranties at all in regards to quality, fitness, or value of trade-in vehicles.**

## 6.5 Escalation

Pertaining to the ensuing contract, there shall be no escalation of the proposed purchase fees allowed at any time during the awarded contract periods other than those entered as a firm-Purchase Fee for each vehicle.

**EXHIBIT A  
MINIMUM SPECIFICATIONS LIST**

**NEW HEAVY DUTY SIZE PICK-UP TRUCK - 1-TON**

**Model Year: 2020 or Newer**

**Model: Ford F-350/450, Chevrolet Silverado 3500 or Similar Model:**

**1. MINIMUM SPECIFICATIONS**

**a. Engine:**

6.2 Liter or higher

Eight (8) Cylinder

All vehicles must be designed to operate on one (1) of the following fuels:

Flexible fuel ratio ranging from a maximum of 85% ethanol

and 15% gasoline to a 100% gasoline

**b. Transmission:**

Six (6)-Speed Automatic

Rear Wheel Drive with Overdrive and Tow/Haul Mode

**c. Body/Cab:**

Cab with Two (2) Doors

Eight (8) Foot Bed

GVWR 10,001- 14,000

**d. Mechanical:**

Power Four (4)-Wheel Disc Brakes with

Rear Anti-Lock Brakes

Front Disc

Power Rack and Pinion Steering

Hood Open Assist Mechanisms

**e. Wheels:**

Radial Tires

Full Size Spare Tire with Underframe

Jack and Wheel Wrench

**f. Suspension:**

Axles, Springs, and Shock Absorbers Must Meet Manufacturer's

and Federal GAWR requirements

**g. Interior:**

Five (5) Passenger Seating Capacity

with Seat Belt Positions

Adaptive Cruise Control

Adjustable Steering Wheel

Air Conditioning

AM/FM Radio

Auxiliary Port

Standard Vinyl Upholstery

Keyless Entry

Power Windows/Door Locks

Standard Floor Mats

Vehicle Anti-Theft System

**h. Safety/Security:**

Dual Front Air Bags (SRS)

Safety Belt Pretensioners	_____
Belt Usage Sensors/Reminders	_____
Alert Chimes (Rear Parking Aid)	_____
Side Intrusion Door Beams	_____
On-Board Hands-Free Communication System	_____
Back Up Camera	_____
<b>I. Exterior:</b>	
Color: Factory White or Silver (Silver Preferred)	_____
Dual Outside Mirrors	_____
Factory Tinted Glass - All Windows	_____
Auto Headlamps	_____
Rear and Brake Lamps	_____
Tow Hitch	_____
Trailer Package w/Power Source in Bumper	_____
Windshield Wipers with Variable Speed	_____
Drop in Bed Liner Over Rail	_____
Metal Ladder Racks	_____
Bed Side Rails	_____
<b>j. Tailgate:</b>	
Powerlift; 55" x 38", Two Piece Aluminum Platform, 1500 lbs. Capacity	_____
<b>k. Other:</b>	
Operator's Manual	_____
Mileage Shall Not Exceed 500 Miles at Time of Delivery	_____
Shop Repair Manual or Owner's Manual (2 sets) or Approved Substitute	_____
Vehicle Safety Inspection not less than 30 Days of Expiration at Time of Delivery	_____
Two (2) Sets of Keys	_____
Back Up Alarm	_____
Seven (7) Year/84,000 Miles Extended Warranty	_____
Quarterly Routine Maintenance	_____
<b>2. OPTIONAL (One (1) Additional Point Each)</b>	
On Board Navigational System	_____
Power Folding Mirrors	_____
Running Board(s)	_____
Tiptronic Automatic Transmission	_____
Spray-on Bed Liner Over Rails	_____
Weather Terrain Floor Mats	_____
Engine Size, Larger than Minimum	_____
Extended Warranty, Greater than Minimum	_____
Extended Routine Maintenance, Greater than Minimum	_____
Other:	_____
Other:	_____
Other:	_____
Other:	_____
Other:	_____



**NEW FULL SIZE PICK-UP TRUCK - 1/2-TON**

**Model Year: 2020 or Newer**

**Ford F-150, Chevrolet Silverado 1500, GMC Sierra 1500 or Similar Model:**

**1. MINIMUM SPECIFICATIONS**

**a. Engine:**

6.2 Liter or higher

Eight (8) Cylinder

All vehicles must be designed to operate on one (1) of the following fuels:

Flexible fuel ratio ranging from a maximum of 85% ethanol

and 15% gasoline to a 100% gasoline

**b. Transmission:**

Six (6)-Speed Automatic

Rear Wheel Drive with Overdrive and Tow/Haul Mode

**c. Body/Cab:**

Cab with Four (4) Doors

Six (6) Foot Bed

GVWR 6,001- 10,000

**d. Mechanical:**

Power Four (4)-Wheel Disc Brakes with

Rear Anti-Lock Brakes

Front Disc

Power Rack and Pinion Steering

Hood Open Assist Mechanisms

**e. Wheels:**

Radial Tires

Full Size Spare Tire with Underframe

Jack and Wheel Wrench

**f. Suspension:**

Axles, Springs, and Shock Absorbers Must Meet Manufacturer's

and Federal GAWR requirements

**g. Interior:**

Five (5) Passenger Seating Capacity

with Seat Belt Positions

Adaptive Cruise Control

Adjustable Steering Wheel

Air Conditioning

AM/FM Radio

Auxiliary Port

Standard Vinyl Upholstery

Keyless Entry

Power Windows/Door Locks

Standard Floor Mats

Vehicle Anti-Theft System

**h. Safety/Security:**

Dual Front Air Bags (SRS)

Safety Belt Pretensioners

Belt Usage Sensors/Reminders

Alert Chimes (Rear Parking Aid)

Side Intrusion Door Beams	_____
On-Board Hands-Free Communication System	_____
Back Up Camera	_____
<b>I. Exterior:</b>	
Color: Factory White or Silver (Silver Preferred)	_____
Dual Outside Mirrors	_____
Factory Tinted Glass - All Windows	_____
Auto Headlamps	_____
Rear and Brake Lamps	_____
Tow Hitch	_____
Trailer Package w/Power Source in Bumper	_____
Windshield Wipers with Variable Speed	_____
Drop in Bed Liner Over Rail	_____
Metal Ladder Racks	_____
Side Mount Toolboxes – Type: Stainless Steel, Bed Size Length x 12” Deep x 16” High	_____
<b>j. Tailgate:</b>	
Standard	_____
<b>k. Other:</b>	
Operator’s Manual	_____
Mileage Shall Not Exceed 500 Miles at Time of Delivery	_____
Shop Repair Manual or Owner’s Manual (2 sets) or Approved Substitute	_____
Vehicle Safety Inspection not less than 30 Days of Expiration at Time of Delivery	_____
Two (2) Sets of Keys	_____
Back Up Alarm	_____
Seven (7) Year/84,000 Miles Extended Warranty	_____
Quarterly Routine Maintenance	_____
<b>2. OPTIONAL (One (1) Additional Point Each)</b>	
On Board Navigational System	_____
Power Folding Mirrors	_____
Running Board(s)	_____
Tiptronic Automatic Transmission	_____
Spray-on Bed Liner Over Rails	_____
Weather Terrain Floor Mats	_____
Engine Size, Larger than Minimum	_____
Extended Warranty, Greater than Minimum	_____
Extended Routine Maintenance, Greater than Minimum	_____
Other:	_____
Other:	_____
Other:	_____
Other:	_____
Other:	_____

**NEW MID SIZE PICK-UP TRUCK - STANDARD**

**Model Year: 2020 or Newer**

**Model: Ford Ranger, Chevrolet Colorado, Toyota Tacoma or Similar Model:**

**1. MINIMUM SPECIFICATIONS**

**a. Engine:**

3.5 Liter or higher

Six (6) Cylinder

All vehicles must be designed to operate on one (1) of the following fuels:

Flexible fuel ratio ranging from a maximum of 85% ethanol

and 15% gasoline to a 100% gasoline

**b. Transmission:**

Six (6)-Speed Automatic

Rear Wheel Drive with Overdrive and Tow/Haul Mode

**c. Body/Cab:**

Cab with Four (4) Doors

Five (5) Foot Bed

GVWR 5,500 - 10,000

**d. Mechanical:**

Power Four (4)-Wheel Disc Brakes with

Rear Anti-Lock Brakes

Front Disc

Power Rack and Pinion Steering

Hood Open Assist Mechanisms

**e. Wheels:**

Radial Tires

Full Size Spare Tire with Underframe

Jack and Wheel Wrench

**f. Suspension:**

Axles, Springs, and Shock Absorbers Must Meet Manufacturer's

and Federal GAWR requirements

**g. Interior:**

Five (5) Passenger Seating Capacity

with Seat Belt Positions

Adaptive Cruise Control

Adjustable Steering Wheel

Air Conditioning

AM/FM Radio

Auxiliary Port

Standard Vinyl Upholstery

Keyless Entry

Power Windows/Door Locks

Standard Floor Mats

Vehicle Anti-Theft System

**h. Safety/Security:**

Dual Front Air Bags (SRS)

Safety Belt Pretensioners

Belt Usage Sensors/Reminders

Alert Chimes (Rear Parking Aid)

Side Intrusion Door Beams	_____
On-Board Hands-Free Communication System	_____
Back Up Camera	_____
<b>I. Exterior:</b>	
Color: Factory White or Silver (Silver Preferred)	_____
Dual Outside Mirrors	_____
Factory Tinted Glass - All Windows	_____
Auto Headlamps	_____
Rear and Brake Lamps	_____
Tow Hitch	_____
Trailer Package w/Power Source in Bumper	_____
Windshield Wipers with Variable Speed	_____
Drop in Bed Liner Over Rail	_____
Metal Ladder Racks	_____
Side Mount Toolboxes – Type: Stainless Steel, Bed Size Length x 12” Deep x 16” High	_____
<b>j. Tailgate:</b>	
Standard	_____
<b>k. Other:</b>	
Operator’s Manual	_____
Mileage Shall Not Exceed 500 Miles at Time of Delivery	_____
Shop Repair Manual or Owner’s Manual (2 sets) or Approved Substitute	_____
Vehicle Safety Inspection not less than 30 Days of Expiration at Time of Delivery	_____
Two (2) Sets of Keys	_____
Back Up Alarm	_____
Seven (7) Year/84,000 Miles Extended Warranty	_____
Quarterly Routine Maintenance	_____
<b>2. OPTIONAL (One (1) Additional Point Each)</b>	
On Board Navigational System	_____
Power Folding Mirrors	_____
Running Board(s)	_____
Tiptronic Automatic Transmission	_____
Spray-on Bed Liner Over Rails	_____
Weather Terrain Floor Mats	_____
Engine Size, Larger than Minimum	_____
Extended Warranty, Greater than Minimum	_____
Extended Routine Maintenance, Greater than Minimum	_____
Other:	_____
Other:	_____
Other:	_____
Other:	_____
Other:	_____

**NEW MID-SIZE SUV - STANDARD**

**Model Year: 2020 or Newer**

**Model: Buick Enclave, Chevrolet Traverse, Dodge Durango or Similar Model:**

**1. MINIMUM SPECIFICATIONS**

**a. Engine:**

3.5 Liter or higher

Six (6) Cylinder

All vehicles must be designed to operate on one (1) of the following fuels:

Flexible fuel ratio ranging from a maximum of 85% ethanol

and 15% gasoline to a 100% gasoline

**b. Transmission:**

Six (6)-Speed Automatic with Over Drive

Rear Wheel Drive or Front Wheel Drive

**c. Body/Cab:**

Four (4) Doors

**d. Mechanical:**

Four (4)-Wheel Disc Brakes with

Anti-Lock Brakes

Power Rack and Pinion Steering

Hood Open Assist Mechanisms

**e. Wheels:**

Radial Tires

Full Size Spare Tire

Jack and Wheel Wrench

Aluminum Wheels

Tire Pressure Monitoring System

**f. Suspension:**

Axles, Springs, and Shock Absorbers Must Meet Manufacturer's

and Federal GAWR requirements

**g. Interior:**

Five (5) Passenger Seating Capacity

with Seat Belt Positions

Quad Bucket Seats

Third (3rd) Row Bench

Adaptive Cruise Control

Adjustable Steering Wheel

Steering Wheel Controls

Climate Control

Dual Air Conditioning

Air Conditioning

Rear Air Conditioning

AM/FM Radio

Auxiliary Port

WIFI Hotspot

Standard Cloth Upholstery

Power Driver Seat

Keyless Entry

Power Windows/Door Locks

Standard Floor Mats

Wireless Cell Phone Hookup

Apple CarPlay

Android Auto

Vehicle Anti-Theft System

**h. Safety/Security:**

Dual Front Air Bags (SRS)

Front Side Air Bags

Safety Belt Pretensioners

Belt Usage Sensors/Reminders

Alert Chimes (Rear Parking Aid)

Side Intrusion Door Beams

On-Board Hands-Free Communication System

Daylight Running Lights

Brake Assist

Electronic Stability Control

Traction Control

Lane Departure Warning

Lane Keeping Assist

Back Up Camera

**i. Exterior:**

Color: Factory White or Silver (Silver Preferred)

Dual Outside Power Mirrors

Factory Tinted Glass - All Windows

Auto Headlamps

Rear and Brake Lamps

Tow Hitch

Windshield Wipers with Variable Speed

**j. Tailgate:**

Power Liftgate

Remote Liftgate Release

**k. Other:**

Operator's Manual

Mileage Shall Not Exceed 500 Miles at Time of Delivery

Shop Repair Manual or Owner's Manual (2 sets)

or Approved Substitute

Vehicle Safety Inspection not less than 30 Days of Expiration  
at Time of Delivery

Two (2) Sets of Keys

Back Up Alarm

Seven (7) Year/84,000 Miles Extended Warranty

Quarterly Routine Maintenance

**2. OPTIONAL (One (1) Additional Point Each)**

On Board Navigational System

Power Folding Mirrors

Running Board(s)

Tiptronic Automatic Transmission

Turbocharged Engine

Passenger Power Seat	_____
Hands-free Liftgate	_____
Rear Parking Aid	_____
Carpet Floor Mats	_____
Engine Size, Larger than Minimum	_____
Extended Warranty, Greater than Minimum	_____
Extended Routine Maintenance, Greater than Minimum	_____
Other:	_____
Other:	_____
Other:	_____
Other:	_____
Other:	_____

**NEW FULL-SIZE SUV - STANDARD**

**Model Year: 2020 or Newer**

**Model: Ford Expedition, Chevrolet Tahoe, GMC Yukon or Similar Model:**

**1. MINIMUM SPECIFICATIONS**

**a. Engine:**

5.3 Liter or higher

Eight (8) Cylinder

All vehicles must be designed to operate on one (1) of the following fuels:

Flexible fuel ratio ranging from a maximum of 85% ethanol

and 15% gasoline to a 100% gasoline

**b. Transmission:**

Six (6)-Speed Automatic with Over Drive

Rear Wheel Drive

**c. Body/Cab:**

Four (4) Doors

**d. Mechanical:**

Four (4)-Wheel Disc Brakes with

Anti-Lock Brakes

Power Rack and Pinion Steering

Hood Open Assist Mechanisms

**e. Wheels:**

Radial Tires

Full Size Spare Tire

Jack and Wheel Wrench

Aluminum Wheels

Tire Pressure Monitoring System

**f. Suspension:**

Axles, Springs, and Shock Absorbers Must Meet Manufacturer's

and Federal GAWR requirements

**g. Interior:**

Eight (8) Passenger Seating Capacity

with Seat Belt Positions

Quad Bucket Seats

Third (3rd) Row Bench

Adaptive Cruise Control

Adjustable Steering Wheel

Steering Wheel Controls

Climate Control

Dual Air Conditioning

Air Conditioning

Rear Air Conditioning

AM/FM Radio

Auxiliary Port

WIFI Hotspot

Leather Upholstery

Power Driver Seat

Keyless Entry

Power Windows/Door Locks



Standard Floor Mats	_____
Smart Device Integration	_____
Wireless Cell Phone Hookup	_____
Apple CarPlay	_____
Android Auto	_____
Vehicle Anti-Theft System	_____
<b>h. Safety/Security:</b>	
Dual Front Air Bags (SRS)	_____
Rear Head Air Bag	_____
Front Side Air Bags	_____
Safety Belt Pretensioners	_____
Belt Usage Sensors/Reminders	_____
Alert Chimes (Rear Parking Aid)	_____
Side Intrusion Door Beams	_____
On-Board Hands-Free Communication System	_____
Daylight Running Lights	_____
Brake Assist	_____
Electronic Stability Control	_____
Traction Control	_____
Blind Spot Monitor	_____
Lane Departure Warning	_____
Lane Keeping Assist	_____
Back Up Camera	_____
<b>i. Exterior:</b>	
Color: Factory White or Silver (Silver Preferred)	_____
Dual Outside Power Mirrors	_____
Integrated Turn Signal Mirrors	_____
Variable Speed Intermittent Wipers	_____
Factory Tinted Glass - All Windows	_____
Rear Defrost	_____
Auto Headlamps	_____
Rear and Brake Lamps	_____
Tow Hitch	_____
Windshield Wipers with Variable Speed	_____
<b>j. Tailgate:</b>	
Power Liftgate	_____
Remote Liftgate Release	_____
<b>k. Other:</b>	
Operator's Manual	_____
Mileage Shall Not Exceed 500 Miles at Time of Delivery	_____
Shop Repair Manual or Owner's Manual (2 sets)	_____
or Approved Substitute	_____
Vehicle Safety Inspection not less than 30 Days of Expiration	_____
at Time of Delivery	_____
Two (2) Sets of Keys	_____
Back Up Alarm	_____
Seven (7) Year/84,000 Miles Extended Warranty	_____
Quarterly Routine Maintenance	_____

**2. OPTIONAL (One (1) Additional Point Each)**

On Board Navigational System	_____
Power Folding Mirrors	_____
Running Board(s)	_____
Tiptronic Automatic Transmission	_____
Turbocharged Engine	_____
Passenger Power Seat	_____
Hands-free Liftgate	_____
Rear Parking Aid	_____
Carpet Floor Mats	_____
Engine Size, Larger than Minimum	_____
Extended Warranty, Greater than Minimum	_____
Extended Routine Maintenance, Greater than Minimum	_____
Other:	_____
Other:	_____
Other:	_____
Other:	_____
Other:	_____

**NEW FULL-SIZE PASSENGER VAN - STANDARD**

**Model Year: 2020 or Newer**

**Model: Ford Transit, Nissan NV Passenger, Mercedes-Benz Sprinter or Similar Model:**

**1. MINIMUM SPECIFICATIONS**

**a. Engine (Select One (1) Configuration:**

2.4 Liter or higher

Four (4) Inline

3.5 Liter or higher

Six (6) Cylinder

5.6 Liter or higher

Eight (8) Cylinder

All vehicles must be designed to operate on one (1) of the following fuels:

Flexible fuel ratio ranging from a maximum of 85% ethanol

and 15% gasoline to a 100% gasoline

**b. Transmission:**

Seven (7)-Speed Automatic or higher with Over Drive

Rear Wheel Drive

**c. Body/Cab:**

Two (2) Doors

Automated Sliding Door(s)

**d. Mechanical:**

Four (4)-Wheel Disc Brakes with

Anti-Lock Brakes

Power Rack and Pinion Steering

Hood Open Assist Mechanisms

**e. Wheels:**

Radial Tires

Full Size Spare Tire

Jack and Wheel Wrench

Tire Pressure Monitoring System

**f. Suspension:**

Axles, Springs, and Shock Absorbers Must Meet Manufacturer's

and Federal GAWR requirements

**g. Interior:**

Twelve (12) Passenger Seating Capacity

with Seat Belt Positions

Adaptive Cruise Control

Adjustable Steering Wheel

Steering Wheel Controls

Climate Control

Air Conditioning

Rear Air Conditioning

AM/FM Radio

Auxiliary Port

WIFI Hotspot

Cloth Upholstery

Power Driver Seat

Keyless Entry

Power Windows/Door Locks	_____
Standard Floor Mats	_____
Smart Device Integration	_____
Wireless Cell Phone Hookup	_____
Apple CarPlay	_____
Android Auto	_____
Vehicle Anti-Theft System	_____
<b>h. Safety/Security:</b>	
Dual Front Air Bags (SRS)	_____
Front and Rear Curtain Air Bags	_____
Front Side Air Bags	_____
Safety Belt Pretensioners	_____
Belt Usage Sensors/Reminders	_____
Alert Chimes (Rear Parking Aid)	_____
Side Intrusion Door Beams	_____
On-Board Hands-Free Communication System	_____
Daylight Running Lights	_____
Brake Assist	_____
Electronic Stability Control	_____
Traction Control	_____
Blind Spot Monitor	_____
Lane Departure Warning	_____
Lane Keeping Assist	_____
Back Up Camera	_____
<b>I. Exterior:</b>	
Color: Factory White or Silver (Silver Preferred)	_____
Dual Outside Power Mirrors	_____
Integrated Turn Signal Mirrors	_____
Variable Speed Intermittent Wipers	_____
Factory Tinted Glass - All Windows	_____
Rear Defrost	_____
Auto Headlamps	_____
Rear and Brake Lamps	_____
Tow Hitch	_____
Windshield Wipers with Variable Speed	_____
<b>j. Tailgate:</b>	
Power Cargo Doors	_____
Remote Cargo Doors Release	_____
<b>k. Other:</b>	
Operator's Manual	_____
Mileage Shall Not Exceed 500 Miles at Time of Delivery	_____
Shop Repair Manual or Owner's Manual (2 sets)	_____
or Approved Substitute	_____
Vehicle Safety Inspection not less than 30 Days of Expiration	
at Time of Delivery	_____
Two (2) Sets of Keys	_____
Back Up Alarm	_____
Seven (7) Year/84,000 Miles Extended Warranty	_____

Quarterly Routine Maintenance	_____
<b>2. OPTIONAL (One (1) Additional Point Each)</b>	
On Board Navigational System	_____
Power Folding Mirrors	_____
Running Board(s)	_____
Tiptronic Automatic Transmission	_____
Turbocharged Engine	_____
Leather Upholstery	_____
Hands-free Liftgate	_____
Rear Parking Aid	_____
Carpet Floor Mats	_____
Engine Size, Larger than Minimum	_____
Extended Warranty, Greater than Minimum	_____
Extended Routine Maintenance, Greater than Minimum	_____
Passenger Capacity, Greater than Minimum	_____
Other:	_____
Other:	_____
Other:	_____
Other:	_____

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

## **7. Contract Award**

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

(b) The HA may

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

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

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

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

## **8. Service of Protest**

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

## **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors

## Non-Construction Contract

### ATTACHMENT B

#### 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)

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

### 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:

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Typed or Printed Name:

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Title:

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ATTACHMENT C

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)

PHARR HOUSING AUTHORITY

(Attachment D)

CERTIFICATION FOR SECTION 3 BUSINESS PREFERENCE

NAME OF BUSINESS: \_\_\_\_\_

ADDRESS OF BUSINESS: \_\_\_\_\_

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

**For business claiming status as a Section 3 resident-owned Enterprise:**

☐ Copy of resident lease ☐ Other evidence ☐ Copy of evidence of participation in a public assistance program

**For the business entity as applicable:**

<input type="checkbox"/> Copy of Articles of Incorporation	<input type="checkbox"/> Certificate of Good Standing
<input type="checkbox"/> Assumed Business Name Certificate	<input type="checkbox"/> Partnership Agreement
<input type="checkbox"/> List of owners/stockholder and % of each	<input type="checkbox"/> Corporation Annual Report
<input type="checkbox"/> Latest Board minutes appointing officers	<input type="checkbox"/> Additional documentation
<input type="checkbox"/> Organization chart with names and titles and brief functional statement	

**For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:**

☐ List of subcontracted Section 3 business and subcontract amount

**For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

<input type="checkbox"/> List of all current full-time employees	<input type="checkbox"/> List of all employees claiming Section 3 status
<input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment)	<input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment)

**Evidence of ability to perform successfully under the terms and conditions of the proposed contract:**

<input type="checkbox"/> Current financial statement	<input type="checkbox"/> List of owned equipment
<input type="checkbox"/> Statement of ability to comply	<input type="checkbox"/> List of all contracts for the past 2 years with public policy

**Corporate Seal**

\_\_\_\_\_  
Authorizing Name and Signature

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Title

My term expires: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

PHARR HOUSING AUTHORITY

(Attachment D)

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: \_\_\_\_\_

Name Of Company: \_\_\_\_\_

Dollar Value Of All Contracts Proposed: \_\_\_\_\_

Project: \_\_\_\_\_

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Bid To Qualified Project Area Businesses.

Goal Of These Contracts For Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

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**NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.**

(INSERT THIS DOCUMENT IN BID DOCUMENTS AND WITH BID)

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

PHARR HOUSING AUTHORITY

(Attachment D)

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES  
(con'd)**

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

**NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**SECTION 3 BUSINESS PREFERENCE CLAUSE  
(Attachment D)**

*This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).*

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

# PHARR HOUSING AUTHORITY

## PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

### (Attachment D)

The HA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

#### Priority I

##### Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

#### Priority II

##### Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

#### Priority III

##### Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

#### Priority IV

##### Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

#### Priority V

##### Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

#### Priority VI

##### Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

#### Priority VII

##### Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

#### Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

# PHARR HOUSING AUTHORITY

## (Attachment D)

HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

- (a) within the maximum total contract price established by the HA; or
- (b) not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

“X” = LESSOR OF:	
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000.00
When the lowest responsive bid is at least:	
\$100,000.00, but less than \$200,000.00	9% of that bid, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that bid, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that bid, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that bid, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that bid, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that bid, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that bid, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that bid, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible bid with no dollar limit



# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2010)

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

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

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

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

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

proposal submitted before final payment of the contract.

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

## 5. Rights in Data (Ownership and Proprietary Interest)

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

## 6. Energy Efficiency

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

## 7. Disputes

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

## 8. Contract Termination; Debarment

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

## 9. Assignment of Contract

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

## 10. Certificate and Release

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

## 11. Organizational Conflicts of Interest

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

## 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) Prohibition.

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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## 16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

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

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
					-				

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ►	Date ►

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

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

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

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

**Protect yourself from suspicious emails or phishing schemes.**

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

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.