

**HOUSING AUTHORITY OF THE COUNTY OF CHESTER**

**REQUEST FOR PROPOSALS**

**FOR**

**LEGAL SERVICES**

**ISSUED: APRIL 2025**

**SUBMISSION DUE DATE: THURSDAY, MAY 15, 2025 by 2:00 p.m.**

REQUEST FOR PROPOSALS

For

LEGAL SERVICES – GENERAL COUNSEL

The Housing Authority of the County of Chester (HACC), a recipient of federal assistance through the U.S. Department of Housing and Urban Development (HUD), hereby gives public notice of its intent to utilize a competitive negotiation process, in accordance with 24 CFR 85.36, for the procurement of Legal Services.

The minimum qualifications are: (a) licensed to practice law in the Commonwealth of Pennsylvania/County of Chester; (b) the ability to perform the required services on a most timely basis; and, (c) the adequacy of technical and physical resources.

Qualified attorneys/law firms are invited to submit proposals no later than Thursday, May 15, 2025 by 2:00 P.M. Proposals will be evaluated, and proposals which are most advantageous to the HACC will be selected, subject to negotiation of fair and reasonable compensation.

Complete details of this Request for Proposals may be obtained by contacting Brenda Bolt, Procurement Officer, Housing Authority of the County of Chester, 30 W. Barnard Street, Suite 2, West Chester, PA 19382 or by e-mail at [bbolt@haccnet.org](mailto:bbolt@haccnet.org).

The HACC is an equal opportunity agency which does not discriminate against any person because of race, color, age, religion, sex, national origin, handicap or familial status.

The HACC solicits and encourages Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Section 3 Business participation in all its contracts.

Paul Diggs  
Executive Director

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## REQUEST FOR PROPOSALS

### I. INTRODUCTION/GENERAL INFORMATION

#### A. STATEMENT OF REQUEST

The Housing Authority of the County of Chester (HACC) Pennsylvania invites firms to submit proposals for the broad range of LEGAL SERVICES. The Authority requires General Counsel services which have 5 distinct components. A respondent may submit a proposal under anyone, or all five of these categories. A separate selection will be made for each category; however, a respondent be selected to perform services under only one, any combination of, or all the categories.

A major purpose of this solicitation process is to ensure competitive pricing.

#### B. DESCRIPTION OF AUTHORITY

The Housing Authority is governed by a 5-person Board of Commissioners appointed by the County Commissioners. There is a total of 30 employees, 6 senior staff,

The Authority if a countywide agency, with both Public Housing and Housing Choice Voucher programs. The Housing Choice Voucher program has approximately 1,700 Vouchers, including 380 Project-Based vouchers and 350 VASH (Veterans Affairs Supportive Housing) vouchers.

The Authority owns and manages 3 Public Housing developments for a total of 206 units. These developments are in three boroughs, as follows:

Borough of West Chester: 2 Elderly/Disabled sites, for a total of 82 units; 1 family site – 26 units.

Borough of Phoenixville: One building – 50 units.

Borough of Oxford: One building – 48 units.

There are also limited partnership developments, which are not managed by HACC, that include 124 ACC units.

The Respondent should read and understand the Terms & Conditions applicable to this Contract offer. Such terms and Conditions are detailed in the Sample Contracts for General Counsel as well as in the Authority's "General Terms & Conditions for Professional Services" – form HACC-500.

#### C. HACC's RESERVATION OF RIGHTS

HACC reserves the right to reject any or all proposals, to take exception to specifications of the RFP, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Authority to be in its best interests.

HACC intends to award a contract(s) to the responsible respondent(s) submitting the proposal(s) which is/are most advantageous to the Authority based on compliance with this RFP and any Addenda. The Authority reserves the right to make one or more awards, or no award.

HACC reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the HA Contracting Officer.

HACC reserves the right to negotiate the fees proposed by the proposing entity(ies).

HACC reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

HACC shall have no obligation to compensate any respondent for costs incurred in responding to this RFP.

HACC reserves the right at any time during the RFP or contract process to prohibit any further participation by a respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein. The respondent shall notify the Procurement Officer in writing of any conflict with and/or desired change to any of the terms or conditions as stated in the Request for Proposals (RFP), and any other general questions regarding the RFP. Such notice may be by letter or by e-mail. Answers and responses in the form of an addendum will be provided to all respondents of record. Failure to abide by this timeframe shall receive the HA, but not the prospective respondent, of any responsibility pertaining to such issue.

HACC reserves the right to terminate a contract awarded pursuant to this RFP for its convenience at any time with thirty (30) days' written notice to the successful respondent.

#### D. ADMINISTRATIVE INFORMATION

##### INQUIRIES, ADDENDA & CLARIFICATIONS

All inquiries regarding this RFP must be submitted by e-mail. Note in the subject line: "Questions For Legal Services RFP"/ Email [bbolt@haccnet.org](mailto:bbolt@haccnet.org).

All questions regarding this RFP must be received no later than May 8, 2025 at 3:00 PM.

No oral explanation or interpretation will be provided to any respondent. No interpretations shall be considered binding on HACC unless provided in writing. Addenda or Clarifications will be provided to each source that has obtained the RFP. Your written questions may be used as part of the Addendum or Clarification. All respondents will be bound by such addenda, whether received by the respondents. HACC reserves the right to issue addenda on its own irrespective of whether questions or requests for interpretations were received from prospective respondents. Any information obtained by, or provided to, any respondent other than by formal HACC addenda to the solicitation shall not constitute a change to the solicitation.

#### E. OTHER INFORMATION

## 1. TYPE & TERM OF CONTRACT

The contract form is “Indefinite-Delivery -- Quantity” contract. The contract shall be for a term of two years. HACC shall have the option to renew the contract upon mutually agreed terms, for an additional year, up to a maximum of five years.

## 2. INVOICES & METHOD OF PAYMENT

Invoices for service rendered must state the name and address of the Contractor; the invoice date; the date(s) of the work performed with the contract amount for that type unit, and totaled. The Contractor shall submit the invoice to Accounts Payable.

Payments by HACC shall be made to the contractor within thirty (30) days after receipt of an approved invoice.

## DEADLINE FOR SUBMISSION

Any proposal submitted after this deadline will not be considered. All submissions shall be clearly labeled with the words: Proposal for Legal Services, Attention Brenda Bolt. All submissions must be in writing. All submissions will become part of the official files of and shall remain valid for ninety days following the deadline for submission. HACC may waive any minor irregularities, technicalities, omissions, and/or errors in the submission that are received. HACC may cancel this solicitation in its entirety. HACC’s reservation of rights shall in no way affect the formation of a contract upon written notice of award by HACC to the successful respondent. Mail or deliver your proposal to:

Housing Authority of the County of Chester

30 W. Barnard Street, Suite 2

West Chester, PA 19382

ATTN: Brenda Bolt

**ALL PROPOSALS MUST BE RECEIVED BY 2:00 P.M. ON THURSDAY, MAY 15, 2025**

## II. SCOPE OF SERVICES

HACC is seeking proposals from qualified licensed, insured, and bonded Commonwealth of PA attorneys/law firms to provide a wide range of General Counsel legal services. The desired services are: to advise and represent the Authority in transactional, administration and non-litigation matters and to perform general defense litigation services in areas related to labor and employment law, workers’ compensation, corporate and business, procurement, and mixed finance/development transactions.

A respondent may submit a proposal to provide legal services under anyone, any combination of, or all five of these categories. A separate selection will be made for each component; however, a respondent may be selected to perform services under only one, any combination or, or all the categories. The Authority reserves the right to award a single contract to cover all categories shown below or may, at its choosing, award two or more contracts for specific categories.

## A. PERSONNEL-RELATED

**Labor and Employment Matters:** HACC currently has 25 employees. There are no collective bargaining agreements. Work under this selection shall include advice, legal opinions and assistance to the Executive Director and other staff upon general employment matters including claims of discrimination under all Federal and State anti-discrimination statutes; review of proposed personnel changes and their implementation; matters of employee discipline; affirmative action; changes to group benefits packages offered to employees; representation in dismissal actions and appeals; defense of HACC in suits commenced in State and Federal Courts by applicants for employment, current employees and former employees; and such other general advice and representation upon labor and employment law matters as shall from time to time be required.

**Workers' Compensation:** Work under this subsection shall include attending administrative hearings involving all relevant issues including permanent and temporary disability; litigation in the trial and appellate courts and briefing and rendering advice and legal opinions to HACC on all workers' compensation issues.

## B. CIVIL LAW MATTERS

**Tort Liability Defense:** Services may include advice concerning risk exposure to tort liability, and defense for HACC in personal injury and property damage suits commenced against HACC.

**General Civil Matters:** Services may include advice concerning matters having general application to the operation of Public Housing and Housing Choice Voucher Programs in Chester County, Pennsylvania.

## C. EVICTIONS/LANDLORD TENANT

HACC owns 206 units of public housing and processes between 20-25 evictions annually. HACC staff will represent HACC in most cases; assistance may be required for more complex cases, approximately 10 a year. HACC also administers approximately 1,700 Housing Choice Vouchers (HCV). Services may include representing HACC in selected eviction & grievance hearings and other hearings related to a client's continued participation in the Public Housing and Housing Choice Voucher programs.

## D. CONTRACTS

**Construction & Services Contracts:** HACC receives financial assistance from the U.S. Government and is governed by Federal statutes and regulations – Title 24, Code of Federal Regulations. All contracts awarded by HACC must comply with 24 CFR Part 85.36. Work under this section includes advice to staff upon the preparation of procurement document, award of public contracts and potential liability for claims asserted by contracts/subcontractors; representing HACC in litigation in which it is a party arising out of construction/services contracts; and such other general advice and representation in the field of public contracting that shall from time to time be required.



## E. DEVELOPMENTS/MIXED FINANCE TRANSACTIONS

The Authority has in the past and plans to continue to pursue various housing development activities, usually in partnership with a developer, governmental agencies and/or NGO's utilizing HUD funds, LIHTC, etc. As such services under this section require counsel that has in-depth experience in such activities, including HUD's legal requirements for Mixed-Finance undertakings.

**All respondents must be familiar with HUD regulations and requirements in general, and specifically with HUD regulations governing litigation, HUD Litigation Handbook 1530.1**

## III. EVALUATION OF PROPOSALS

As noted in the RFP, required General Counsel services include 5 components. Proposals for each of these components will be evaluated separately.

Proposals received in response to this RFP will be evaluated based on the following factors. The maximum score for each criterion is indicated below. The range of points that can be given to any proposal is 0 to 100 points.

In addition to other factors, the proposals will be evaluated on the basis of advantages and disadvantages to HACC. HACC reserves the right to make a contract award(s) based solely upon the proposals, or to negotiate further with one or more respondents. The successful respondent(s) selected will be chosen on the basis of greatest benefit to HACC, and not necessarily on the basis of lowest pricing. HACC will rate the respondents according to their qualifications as determined by HACC in accordance with the criteria herein. HACC may choose to meet with respondents that have a reasonable chance of being selected for award to more clearly identify their capabilities to perform the work and then meet with the highest ranked firm(s) to negotiate a contract as deemed appropriate.

The categories with each worth a maximum of 25 points:

1. Experience and expertise in the provision of legal counseling services as described in the Scope of Services and appropriate to the Authority's size and functions and including demonstrated knowledge of HUD regulations.
2. Evidence of ability to perform the services, as indicated by the staff's professional experience, education, role in the contract and references.
3. Approach, methodology and work plan proposed to accomplish the various topics/issues noted in the Scope of Services, including timeliness and proximity.
4. Appropriateness of fees as submitted on the Proposal pricing form.



## **IV. SUBMISSION REQUIREMENTS**

The respondent must complete and submit all forms as noted below.

If you are submitting for more than one component, separate binders are not required. Tabs 1 through 4 should be submitted for each component. If data is duplicate, reference its location for subsequent components. However, a completed Proposal Pricing Form (Attachment C) for each component must be submitted.

### **A. PROPOSAL**

One original and two copies of your proposal must be submitted. The proposal must be submitted in a three-ring binder, tabbed as noted below:

Tab 1: Proposal Form (Attachment A); Profile of Firm (Attachment B); Proposal Pricing Form (Attachment C).

Tab 2: Documentation to address Evaluation Factor #1.

Tab 3: Documentation to address Evaluation Factor #2.

Tab 4: Documentation to address Evaluation Factor #3.

Tab 5: Other required documentation noted in paragraph B, below.

Tab 6: Required forms as noted in paragraph C, below.

Proposals shall be firm and the rates set forth therein will not be subject to increase by the respondent for a period of at least 60 days from the date of proposal closing. All pricing may be subject to downward negotiation.

### **B. OTHER REQUIRED DOCUMENTATION**

1. References.
2. Certifications, Professional Licenses

Provide copies of licenses as relevant to work in the Commonwealth of Pennsylvania.

Provide a statement (or official documentation if available) evidencing working knowledge of codes requirements for the municipalities of West Chester, Phoenixville, Oxford and for the Commonwealth of Pennsylvania; or how/when such will be obtained.

3. Insurances

Provide proof of Professional Errors & Omissions Liability with a minimum limit of \$1 million per claim and \$1 million per aggregate; and General Liability Insurance of at least \$1 million per occurrence and \$1 million per aggregate covering the activities to be performed.

**C. REQUIRED FORMS**

Certifications & Representations of Respondents (HUD-5369-C).

Non-Collusion Affidavit (HACC-300)

Certification of Non-Segregated Facilities (HACC-400A)

Section 3 Certification (HACC-400C)

Department of Treasury IRS form W9, completed

Excluded Parties Certification. Obtain from: [www.sam.gov](http://www.sam.gov)

**V. ATTACHMENTS**

A. Proposal Form

B. Profile of Firm

C. Fee Schedule

For Attachments A, B & C the required information may be provided on your own form/document for each attachment. Ensure signature of owner/principle is included on each and annotated “see attached completed form.” The official forms must also be signed.

Attachment "A"  
PROPOSAL FORM

Instructions: Respondents to this Request for Proposals (RFP) for Legal Services, must complete this Proposal Form.

\_\_\_\_\_  
(Offeror)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone, Fax & E-mail)

\_\_\_\_\_  
(Commonwealth of PA License No.)

\_\_\_\_\_  
(Federal I.D. and/or SSN)

The above offeror is an: ( ) Individual ( ) Corporation ( ) Partnership ( ) Joint Venture consisting of

\_\_\_\_\_  
( ) licensed to do business in the Commonwealth of Pennsylvania.

ADDENDA (Offeror acknowledges receipt of the following Addenda):

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

In submitting this proposal, it is understood that the right is reserved by HACC to reject any and all proposals or to waive any informality in the proposals. If written notice of the acceptance of this proposal is delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required insurance certifications no later than ten (10) days after the "Notice of Award or Intent to Award".

An official authorized to sign and negotiate on behalf of the firm submitting the proposal must sign this form below. Proposals must be valid for a period of at least sixty (60) days.

(Below must be completed even if submitting information on a separate sheet)

**OFFEROR'S STATEMENT /ACCEPTANCE OF HACC TERMS AND CONDITIONS**

The undersigned hereby states that by completing and submitting this Form and all other documents within this proposal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate. Further, by completing and submitting the proposal, including fee schedule, the undersigned is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Authority. Pursuant to all RFP Documents, this Proposal Form, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Authority with the services described herein for the fee(s) entered on the Fixed Fee Schedule.

\_\_\_\_\_  
PERSON AUTHORIZED TO SIGN OFFER – Name and title print or type

\_\_\_\_\_  
Signature:

**ATTACHMENT B  
PROFILE OF FIRM**

Name of Firm: \_\_\_\_\_

Year Firm Established: \_\_\_\_\_

If a corporation, where incorporated: \_\_\_\_\_

Former Name and Year Established (if applicable): \_\_\_\_\_

Name of Parent Company & Date Acquired (if applicable): \_\_\_\_\_

Identify Principals/Partners in Firm (submit under Tab No. 3 a brief professional resume for each:

NAME	TITLE	% OWNERSHIP
------	-------	-------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

Identify the attorneys who will work on the Component; please submit under Tab No. 3 a brief resume for each.  
(Do not duplicate any resumes required above.)

NAME	TITLE
------	-------

_____	_____
_____	_____
_____	_____

(Below must be completed even if submitting information on a separate sheet)

Debarred Statement: Has this firm, or any principal(s), ever been debarred from providing any services by the Federal Government, any state government, or any local government agency within or without the Commonwealth of Pennsylvania?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes", please attach a full detailed explanation, including dates, circumstances and current status.

Disclosure Statement: Does this firm or any principals thereof have any current or past personal or professional relationship with any Commissioner or Officer or HACC?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Verification Statement: The undersigned bidder hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award any award with the undersigned party.

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

---

Signature

Date

Printed Name

Company

**Attachment C  
PROPOSAL PRICING FORM (FEE SCHEDULE)**

Having carefully examined all documents included with Request for Proposals for Legal Services, the undersigned proposes to provide such services as described in the Scope of Services. Each respondent shall provide the pricing as listed below. The unit prices provided will be assigned to the contract and will be the basics for all Task Orders issued under the contract, including court appearances and trial work. All rates include profit, administrative burden and all other ancillary costs associated with the performance of the work in the Task Order including telephone, fax, reproduction, etc. to provide for a complete and finished task, unless otherwise stated.

Complete One Pricing Form for Each Component for Which You Are Submitting

Personnel Description	Hourly Rate
A. Partner	\$ _____/hour
B. Attorney	\$ _____/hour
C. Attorney	\$ _____/hour
D. Paralegals	\$ _____/hour
E. Expenses for	
1. Mileage outside Chester County	\$ _____/mile
2. Copying Charges	\$ _____/page
3. Travel Expenses	
Out of pocket expenses not to exceed that are allowed by HUD	

If different hourly rates are charged for different partners and associates, the rates quoted shall be for partners and associates who will provide the services under the Task Orders to be issue. If any other partner or associate other than those quoted provide services under a "Task Order", that partner or associate will bill at a rate not more than the lowest quoted partner or associate, respectively.

Services performed in fractions of an hour, shall be compensated proportionately to the nearest tenth of an hour.

Below must be completed even if submitting information on a separate sheet.

---

Signature

Date

---

Printed Name

Date

## ADDENDUM TO ENGAGEMENT AGREEMENT/CONTRACT

1. The [name of Public Housing Agency] (PHA) and [name of legal service individual or firm] (LSP) engaged to provide professional legal services to the PHA in connection with [briefly and precisely describes the nature, scope and limits of the legal services to be provided by the LSP] agree that the provisions of this Addendum to the Engagement Agreement are hereby incorporated into PHA and LSP's engagement agreement as if they had been set forth at length therein.
2. During the pendency of the legal services engagement, LSP shall not, without HUD approval, represent any officer or employee of PHA, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to PHA operations.
3. LSP has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by LSP cannot be inconsistent with the foregoing obligation. Specifically, LSP shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to PHA records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be available to PHA. HUD requires public housing agencies to provide HUD, GAO, or the officers and agents of HUD and GAO, with "full and free" access to all their books, documents, papers and records. See 24 CFR. §85.42(e)(1); HUD Handbook 7460.7 REV-2, §1-2(B)(2).
4. PHA and LSP shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to LSP's engagement. Such records constitute "PHA records" and are subject to section 3, above.
5. If HUD or PHA determines that LSP is violating any provision of this Addendum to the Engagement Agreement, it shall timely notify LSP of such violation. LSP will have 48 hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If LSP fails to adequately cure the noticed violation within 48 hours: (A) HUD, in its discretion, may demand that PHA terminate the professional legal services engagement for breach, or, henceforth, satisfy all costs associated with the engagement with non-Federal funds; and/or (B) PHA, in its discretion, may terminate the professional legal services engagement for breach. Additionally, HUD may sanction LSP pursuant to 24 CFR. Part 24.
6. Should any part, term, or provision of this Addendum to the Engagement Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

Date: [Enter date]

[Enter name of PHA Exec. Dir.]

[Enter name of LSP key partner]



## STANDARD FORMS

### *To be returned with Proposal*

- Certifications & Representations of Offerors [HUD-5369-C]
- Non Collusion Affidavit [HACC-300]
- Certification of Non-Segregated Facilities [HACC 400A]
- Section 3 Certification [HACC-400C]
- Department of Treasury IRS form W9, completed
- Excluded Parties Certification. *A sample of web page is attached*

### *To be reviewed*

- Instructions to Offerors [HUD 5369-B]
- General Terms & Conditions, Professional Services [HACC-500]

**Certifications and Representations of Offerors Non-Construction Contract**

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

Public reporting burden for this collection of information is estimated to average 6 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 11825 for small, minority, women-owned businesses, and certifications for independent price determination, and equal opportunity. The forms are required for nonconstruction contracts awarded by Housing Agencies (HAs). The forms are used by bidders/offerors to bid 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 this collection of information are required to obtain a benefit or to retain a benefit. This information requested does not need to be confidential.

**1. Contingent Fee Representation and Agreement**

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

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

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

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

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

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

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

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

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

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

- |                        |                             |
|------------------------|-----------------------------|
| [ ] Black Americans    | [ ] Asian Pacific Americans |
| [ ] Hispanic Americans | [ ] Asian Indian Americans  |
| [ ] Native Americans   | [ ] Ethnic 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) these 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 (i)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

(u) If the bidder/offeree deletes or modifies subparagraph (u)2 above, the bidder/offeree 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 FIA in connection with this request for proposal (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 any possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

HOUSING AUTHORITY OF THE COUNTY OF CHESTER - BID/RFP DOCUMENTS  
NON-COLLUSION AFFIDAVIT

(NOTE: This document pertains to both *bidders (IFB)* and *proposers (RFP)*)

Contract/Bid/Proposal for: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_

I state that I am (name and title) \_\_\_\_\_

of (name of firm) \_\_\_\_\_

and that I am authorized to make this affidavit on behalf of my firm, and its' owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.  
I state that:

- 1) The Price(s) and the total amount of this bid has been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder
- 2) Neither the price(s) nor the total amount of this bid, and neither the approximate price(s) nor the approximate total amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening or review.
- 3) No Attempt has been made or will be made to induce any firm or person to refrain from bidding on the Contract, or to submit a bid higher than this bid, or to submit any intentionally high or non competitive bid or other form or complementary bid.
- 4) The bid of my firm is made in good faith and is not pursuant to any agreement or discussion with; or inducement from, any firm or person to submit a complementary or other nor competitive bid.
- 5) (name of firm) \_\_\_\_\_ its' affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:
- 6) I state that (name of firm) \_\_\_\_\_ understands and acknowledges that the above representations are material and important and will be relied on by the Housing Authority of the County of Chester in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatements in this affidavit is and shall be treated as fraudulent concealment from the Housing Authority of the County of Chester of the true facts relating to the submission of bids for this Contract.

I State that I am (name and title) \_\_\_\_\_

Sworn and subscribed before me in this day of \_\_\_\_\_

(Notary Public) \_\_\_\_\_ Commission expires: \_\_\_\_\_

NON-COLLUSION AFFIDAVIT

*INFORMATION & INSTRUCTIONS*

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti Bid-Rigging Act 73 PA; 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted on the bid.
3. Bid-Rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate. They should make diligent inquiry, as necessary of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and Affidavit must be submitted separately on behalf of each party.
5. The term 'Complementary Bid' as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowledgeable submission of bids higher than the bid of another firm, any intentionally high or non-bid and any other form of bid submitted for the purpose of giving a false appearance of completion.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

*Applicable to Federally assisted construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity Clause.*

The Federally-assisted construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally-assisted construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreations or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Federally-assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signor (Please Type or Print)

NOTE: The penalty for making false statements in offers is prescribed in  
*18 U.S.C. 1001.*

### SECTION 3 REQUIREMENTS & EXECUTIVE ORDER 11246

Section 3 Requirements: In accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations in 24 CFR, PHAs and their contractors and subcontractors shall make best efforts, consistent with existing Federal, State, and local laws and regulations to give low- and very low-income persons the training and employment opportunities generated by Section 3-covered assistance (as this term is defined in 24 CFR 135.3(1)) and to give Section 3 business concerns the contracting opportunities generated by section 3 covered assistance.

Compliant contractors will meet the employment, training, and contracting objective of Section 3 by providing opportunities for training and employment to "lower-income persons" (Public Housing Resident or individual whose income does not exceed 80% of the Median Income for the area) who reside within the unit of local government or the metropolitan area (or non-metropolitan County) in which the project is located.

Contracting and/or Sub Contracting with business concerns:

- That are 51% or more owned by Section 3 residents; or
- Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- That provide evidence or a commitment to Sub-Contract in excess of 25% of the dollar award of all Sub-Contracts to be awarded to business concerns that meet the qualifications set forth above, which are located in or owned (in a substantial part) by persons residing in the same metropolitan area (or non-metropolitan County) as the project.

A description of a HUD Wage rate Schedule can be obtained from the web. HUD may issue an addendum to the wage rate determination for Apprentices/Trainees, as appropriate. Special wage rate determinations may be granted by HUD for programs that involve employing employees such as Challenged Individuals or Disadvantaged Youth.

HUD strongly encourages the development and utilization of Resident Management Corporations (RMCs). RMCs may utilize wage rates already issued by HUD. They may also establish different work classifications for its own employees and/or use alternative work classifications if they also submit these rates and classifications to HUD (through the Housing Authority of the County of Chester) for advanced approval.

### DESCRIPTIONS

#### WHAT IS SECTION 3:

It is a means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance. Recipients of HUD financial assistance and their Contractors and Sub-Contractors are required to provide economic opportunities, to the Greatest Extent Feasible, consistent with existing Federal, State, and Local laws and regulations.

Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is given for housing or community development, to the Greatest Extent Feasible, economic opportunities will be given to residents and businesses in that area.



Section 3 Policy:

Congress established the Section 3 policy to ensure that the employment and other economic opportunities generated by Federal Financial Assistance for Housing and Community Development programs shall, to the Greatest Extent Feasible, be directed toward low and very low income persons, particularly those who are recipients of government assistance for housing.

Who are Section 3 Residents?

Residents of public housing and low-income persons who live in the area in which a HUD assisted project is located.

What is a Section 3 Business?

A business that is owned by Section 3 residents or employs Section 3 residents in full-time positions or Sub-Contracts with businesses which provide economic opportunities to low income persons.

How can businesses find Section 3 residents to work for them?

Businesses can recruit in the neighborhood and Public housing developments to tell residents about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are effective ways to contact Section 3 businesses and residents.

Will HUD require compliance?

Yes, HUD receives annual reports from recipients of HUD financial assistance, monitors the performance of Contractors, and investigates complaints. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses.

Executive Order 11246 (Equal Employment Opportunity).

Contracts for construction work in connection with Projects under this part are subject to Executive Order 11246 (3 CFR, 1964-65 Comp., p. 339), as amended by Executive Order 11375 (3 CFR, 1966-70 Comp., p. 684), and to applicable implementing regulations (24 CFR part 130; 41 CFR chapter 60), rules, and orders of HUD and the Office of Federal Contract Compliance Programs of the Department of Labor (DOL). Executive Order 11246 prohibits discrimination and requires affirmative action to ensure that employees or applicants for employment are treated without regard to their race, color, religion, sex, or national origin. Compliance with E.O. 11246, and related regulations, Orders, and requirements shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act.

**SECTION 3 CERTIFICATION**

**TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES  
FOR BUSINESSES AND LOWER INCOME PERSONS**

- A. The project assisted under this contract is subject to the requirements of *Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC of 1701u*. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. Notwithstanding any other provision of this contract, the Contractor shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in *24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973)* and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this contract. The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment and business opportunities required by Section 3; and incorporation of the *Section 3 Clause* specified by *Section 135.20 (b)* of the regulations in all contracts for work in connection with the project. The Contractor certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these regulations.
- C. Compliance with the provisions of Section 3, the regulations set forth in *24 CFR Part 135*, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this contract shall be a condition of the Federal financial assistance provided to the project, binding upon the Contractor, its successors and assigns. Failure to fulfill these requirements shall subject the Contractor, its contractors and subcontractors, its successors, and assigns to the sanctions specified by this Contract and to such sanctions as are specified by *24 CFR 135*.

\_\_\_\_\_  
Company

BY:

\_\_\_\_\_  
Authorized Signature

TITLE: \_\_\_\_\_

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

**Request for Taxpayer  
 Identification Number and Certification**

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

**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; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 O Corporation  S Corporation  Partnership  Trust/estate  
 Limited liability company. Enter the tax classification (O=O corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) \_\_\_\_\_  
 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

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**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**OR**

**Employer identification number**

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**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 on page 3.

**Sign Here** \_\_\_\_\_ **Signature of U.S. person** \_\_\_\_\_ **Date** ▶ \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/ir9](http://www.irs.gov/ir9).

**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-D (cancelled 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?* on page 2.

- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
  - Certify that you are not subject to backup withholding, or
  - 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
  - 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?* on page 2 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 partner's 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 Publication 916, 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 8 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 20, 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 28% 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 Part II Instructions on page 3 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 1980 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## 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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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.** **TIN applicants.** 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)(ii). 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 final 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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-MISO.

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(c)(3), any IFA, 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 \$500 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 6 <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-MISO, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISO are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6046(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(c)(3) 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(o)(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)(ii)

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 408(b) plan or section 407(a) 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.

**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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 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. You can get Forms W-7 and SS-4 from the IRS by visiting [irs.gov](http://irs.gov) or by calling 1-800-TAX-FORM (1-800-829-8876).

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1089 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>1</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>1</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2283	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1089 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup>List first and scribe 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>Give the minor's name and furnish the minor's SSN.

<sup>4</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>5</sup>List first and scribe 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* on page 6.

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

Note. If no name is stated 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 1-800-833-4488 or submit Form 14039.

For more information, see Publication 4525, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system 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/DD 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 1-800-833-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@ftc.gov](mailto:spam@ftc.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4388).

Visit [IRS.gov](http://IRS.gov) 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.

### CREATE USER ACCOUNT

Your COC managers will not work in SAM. You will need a new SAM User Account to register or update your entity records. You will also need to create a SAM User Account if you are a government official and need to create Exclusions or search for FOIA information.  
Create User Account

### REGISTER/UPDATE ENTITY

You can register your Entity (business, individual, or government agency) to do business with the Federal Government. If you are interested in registering or updating your Entity, you must first create a user account.

Registered/Update Entity

### SEARCH RECORDS

All entity records from CCR/FedReg and ORCA and exclusion records from EPLS, active or expired, have moved to SAM. You can search these records and new ones created in SAM. If you are a government user logged in with your SAM user account, you will automatically have access to FOIA information.

Search Records

CLICK HERE

### WHAT IS SAM?

The System for Award Management (SAM) is a Federal Government-owned and operated free web site that consolidates the capabilities of CCR/FedReg, ORCA, and EPLS. Future phases of SAM will add the capabilities of other systems used in Federal procurement and awards processes.

Need Help?

## Search Records

2<sup>ND</sup> SCREEN

You can only use one search bar at a time

Enter your specific search term

(Example of search term includes the entity's name, etc.)

Enter SSN or EIN

CLICK HERE

Enter DUNS Number ONLY

Enter CAGE Code ONLY

SEARCH

## Search Results

Current Search Terms: [REDACTED]

No records found for current search.

3<sup>RD</sup> SCREEN  
Print, Sign & Date  
Submit with your Bid.



# Instructions to Offerors Non-Construction

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

## 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 in 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 of 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 informalties 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. Resolving 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 processing activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here.]

General Terms & Conditions, Professional Services  
Public and Indian Housing Programs

CONDUCT OF WORK

1. Definitions

- (a) "Contract" means the contract entered into between the HACC and the consultant. It includes the *Certifications, Representations, and Other Statements of Offerors*, these *General Conditions of the Contract*, any special conditions included elsewhere in the contract.
- (b) "Contracting Officer" means the person delegated the authority by the HACC to enter into, administer, and/or terminate this contract. The terms include any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the HACC in all dealings with the Consultant.
- (c) "Consultant" means the person or other entity entering into the contract with the HACC to perform all of the services required under the contract.
- (d) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an *Annual Contributions Contract (ACC)* to provide financial assistance to the HACC, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the HACC for payment to the consultant. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Consultant and HUD.
- (e) "HACC" means the Housing Authority of the County of Chester organized under applicable Pennsylvania state law as the Housing Authority of the County of Chester, and a party to this contract.
- (f) "Work" means materials, workmanship, documents brought by and produced by the Consultant, and services provided by the Consultant.

2. Consultant's Responsibility for Work

- (a) The Consultant shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work.
- (b) The Consultant shall be responsible for all damages to persons or property that occur as a result of the Consultant's fault or negligence. The Consultant shall hold and save the HACC, its officers and employees, free and harmless from liability of any nature occasioned by the Consultant's performance. The Consultant shall also be responsible for all services it or its subcontractor performed until completion and acceptance of the entire work.
- (c) The Consultant's responsibility will terminate when all work has been completed, the final review made, and the work accepted by the Contracting Officer. The Consultant will then be released from further obligation except as required by this agreement.

**3. Review and Acceptance**

The consultant shall review the work product to ensure that the work performed under the contract conforms to contract requirements. All work is subject to HACC review before acceptance to ensure strict compliance with the terms of the contract.

The presence or absence of the HACC Review Officer does not relieve the Consultant from any contract requirement, nor is the Review Officer authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Consultant by the Contracting Officer.

**4. Warranty of Title n/a**

**5. Warranty n/a**

**6. Prohibition Against Lien**

The Consultant is prohibited from placing a lien on the HACC's property.

**7. Energy Efficiency n/a**

**Administrative Requirements**

**8. Contract Period**

The consultant shall complete all work required under this contract within the time schedule established in the Notice to Proceed issued by the Contracting Officer.

**9. Order of Precedence**

In the event of a conflict between these *General Conditions* and the Statement of Work, the provisions of the *General Conditions* shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail.

**10. Payments. See Contract**

**11. Cost Limitations**

a. The parties estimated that performance of this contract, inclusive of all fees, will not cost the HA more than the cost stated elsewhere in this contract.

b. The HA is not obligated to reimburse the consultant for costs incurred in excess of the estimated cost stated elsewhere in this contract. The consultant is not obligated to continue performance under this contract (including actions under any termination clause) or otherwise incur costs in excess of the estimated cost specified in the contract, until the Contracting Officer notifies the consultant in writing that the estimated cost has been increased and provides a revised estimate of a total cost of performing the contract.

c. No notice, communication, or representation in any form other than that described above or from a person other than the Contracting Officer shall affect the estimated cost of this contract. In the absence of the specified notice from the consultant, the HA is not obligated to reimburse the consultant for any costs in excess of the estimated cost whether those costs were incurred during the course of the contract or as a result of termination.

d. Approved Change Orders shall not be considered an authorization to exceed the estimated cost to the HA specified in the contract unless they contain a statement increasing the estimated cost.

## 12. Contract Modifications

- a. Only the Contracting Officer has authority to modify any term or condition including cost and scope of work of this contract. Any contract modification shall be authorized in writing.
- b. The HACC may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (13, Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., changes in the HACC address). All other contract modifications shall be in the form of supplemental agreements signed by the Consultant and the Contracting Officer.

## 13. Changes

- a. The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a Change Order, make changes in the work within the general scope of the contract including:
  - (1) In the statement of work or specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) HACC-furnished facilities, equipment, materials, services, or site; or
  - (4) Directing the acceleration in the performance of the work.
- b. Any other written or oral order (which is used in this paragraph (b)), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a Change shall be treated as a Change Order under this clause provided that the Contracting Officer gives the Consultant written notice stating (1) the date, circumstances and source of the order and (2) that the Consultant regards the order as a Change Order.
- c. Except as provided in this clause, no order, statement or conduct of the Contracting Officer or any other person shall be treated as a Change under this paragraph or entitle the Consultant to an equitable adjustment.
  - d. If any Change under this paragraph causes an increase or decrease in the Consultant's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 30 days before the Consultant gives written notice as required.
  - e. The Consultant must submit any proposal under this paragraph to the Contracting Officer within 30 days after (1) receipt of a written change order under subparagraph (a) above, or (2) the furnishing of a written notice under subparagraph (b) above. The proposal shall include a written statement describing the general nature and the amount of proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under subparagraph (b) above. No proposal by the Consultant for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- f. The Consultant's written proposal for equitable adjustment shall be submitted in the following form: Proposals shall be submitted in the form of a lump sum proposal with supporting information to clearly relate elements of cost with specific items of work involved to the satisfaction of the Contracting Officer. The maximum amount for this lump sum approach shall be determined by the Contracting Officer, but in no case shall it exceed 30% of the value of the initial contract.
- g. The Consultant shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- h. The Contracting Officer shall act on proposals within 30 days after their receipt.

- i. Failure to reach an agreement on any proposal shall be a dispute under clause 15. *Disputes* herein. Nothing in this clause, however, shall excuse the Consultant from proceeding with the contract as changed.
- j. No change shall be made by the Consultant without a prior written order from the Contracting Officer.

**14. Suspension of Work**

a. The Contracting Officer may order the Consultant in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the HACC.

b. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Consultant or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

c. A claim under this clause shall not be allowed (1) for any costs incurred more than twenty (20) days before the Consultant shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

**15. Disputes**

a. All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof that are not disposed of by agreement, shall be resolved under this clause.

b. All claims by the Consultant shall be made in writing and submitted to the Contracting Officer. A claim by the HACC against the Consultant shall be subject to a written decision by the Contracting Officer.

c. The Contracting Officer shall, with reasonable promptness, but in no event in no more than ten (10) days, render a decision concerning any claim hereunder. Unless the Consultant, within 30 days after receipt of the Contracting Officer's decision, shall notify the Contracting Officer in writing that it takes exception to such decision, the decision shall be final and conclusive.

d. Provided the Consultant has (1) given the notice within the time stated in paragraph (c) above, and (2) accepted its claim relating to such decision from the final release, and (3) brought suit against the HACC 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 Consultant has had a reasonable time to respond to a written request by the HACC that it submit a final voucher and release, whichever is earlier, then the Contracting Officer'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 Consultant 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 Contracting Officer.

**16. Default**

- a. If the Consultant refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will ensure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Consultant, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the HACC may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials necessary for completing the work. The Consultant and its sureties shall be liable for any damage to the HACC resulting from the Consultant's refusal or failure to complete the work within the specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the HACC in completing the work.
- b. The Consultant's right to proceed shall not be terminated or the Consultant charged with damages under this clause if:
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Consultant. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the HACC or other governmental entity in either its sovereign or contractual capacity, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) unusually severe weather; and
  - (2) The Consultant, within ten (10) days from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision that shall be subject to the provisions of clause 15. *Disputes* herein.
- c. If, after termination of the Consultant's right to proceed, it is determined that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for the convenience of the HACC.

**17. Liquidated Damages -- not applicable for this contract.** If the consultant fails to perform the scope of services as stated in the contract, the contract can be terminated.

**18. Termination For Convenience**

- a. The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the HACC. Any such termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- b. If the performance of the work is terminated, either in whole or in part, the HACC shall be liable to the Consultant for reasonable and proper costs resulting from such termination which costs shall be paid to the Consultant within 90 days of receipt by the HACC of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the consultant; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the HACC to the Consultant or by the Consultant to the subconsultant or supplier; (3) the cost of preserving and protecting the work already performed until the HACC or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the HACC; and (5) an amount constituting a reasonable profit on the value of the work performed by the Consultant.



**26. Limitations on Payments Made to Influence Certain Federal Financial Transactions**

- a. The Consultant agrees to comply with Section 1352 of title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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, or the modification of any Federal contract, grant, loan, or cooperative agreement.
- b. The consultant further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

**27. Royalties and Patents**

The Consultant shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the HACC harmless from loss on account thereof, except that the HACC shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturer is specified and the Consultant has no reason to believe that the specified design, process, or product is an infringement. If, however, the Consultant has reason to believe that any design, process or product specified is an infringement of a patent, the Consultant shall promptly notify the Contracting Officer. Failure to give such notice shall make the Consultant responsible for resultant loss.

**28. Rights in Data and Copyrights**

Except as provided elsewhere in this clause, the HACC shall have unlimited rights in data first produced in the performance of this contract.

**29. Examination and Retention of Consultant's Records**

- a. The HACC, 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 Consultant'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 periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the clause above titled *16. Disputes*, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the HACC, 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.