

HOUSING AUTHORITY OF THE COUNTY OF CHESTER

REQUEST FOR PROPOSALS

**National Standards for the Physical Inspection of Real Estate (NSPIRE)
INSPECTION SERVICES**

For

**PROPERTIES CONTRACTED under the
HOUSING CHOICE VOUCHER PROGRAM [HCVP]**

ISSUED: February 28, 2024

Proposals Due: March 14, 2024 by 3:00 p.m.

REQUEST FOR PROPOSALS

INVITATION

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 the services described below.

The minimum qualifications are: (a) the specialized knowledge of, and previous experience with Federal, State and local housing inspection requirements; (b) prior experience conducting HCVP NSPIRE inspections for a Public Housing Authority (PHA); (c) licensed/registered as a housing inspection firm to practice in the Commonwealth of Pennsylvania; (d) the ability to perform all of the required services on a most timely basis; and, (e.) the adequacy of technical and physical resources.

Qualified housing inspection services firms are invited to submit a proposal for a fixed-rate professional services contract to the HACC no later than Thursday, March 14, 2024. Proposals will be evaluated, and the Contractor whose proposal is 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 St., Suite 2, West Chester, PA 19382 via email: 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 of 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 to provide NSPIRE Inspection Services of properties contracted through the HCV Program.

Proposers will ensure complete knowledge of the conditions and requirements of this RFP and contract offer. The proposer acknowledges receipt and understanding of all instructions, scope of services, and requirements. No claim for extra compensation will be allowed for the proposer's failure to comply with this requirement.

B. HACC's RESERVATION OF RIGHTS

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

HACC intends to award a contract to the firm which is most advantageous to the Authority based on compliance with this RFP and Addenda. HACC reserves the right to make an award 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 request an oral interview with, and additional information from, firms prior to final selection and to consider information about a firm in addition to the information submitted in the response or interview.

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 proposer.

C. ADMINISTRATIVE INFORMATION.

This procurement process is being conducted only by email except for the actual submittal of proposals.

INTEREST/INQUIRIES

All requests for this RFP must be submitted by email, noting in subject line: "REQUEST FOR NSPIRE INSPECTION SERVICES". Email is: bbolt@haccnet.org.

QUESTIONS

All questions regarding this RFP must be submitted by email, noting in subject line: **“QUESTIONS FOR REQUEST FOR INSPECTION SERVICES PROPOSALS”**.

Email is: bbolt@haccnet.org.

All questions regarding this RFP must be received no later than Monday, March 7, 2024, 1:00 PM. NOTE: No oral explanation or interpretation will be provided to any respondent. No interpretations shall be considered binding on HACC unless provided in writing. 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.

Addenda or Clarifications will be provided to each source that has obtained the RFP. Your written question may be used as part of the Addendum or Clarification. The proposer shall notify the Procurement Officer in writing of any perceived conflict with the terms or conditions as stated in the Request for Proposals.

HACC reserves the right to issue addenda on its own, irrespective of whether questions or requests for interpretations were received from prospective respondents.

SUBMISSION

All submissions shall be clearly labeled with the words: **Proposal for HCVP Inspection Services”, Attention Brenda Bolt**. All submissions will become part of the official files of and shall remain valid for sixty days following the deadline for submission. HACC may waive any minor irregularities, technicalities, omissions, and/or errors in the submissions 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.

DEADLINE FOR SUBMISSION

Thursday, March 14, 2024 at 3:00PM. Any Proposal submitted after this deadline will not be considered. All submissions must be in writing. The Proposal must be in a sealed mailing envelope and be clearly marked:

“Proposal for HCVP Inspection Services”

Mail or deliver your proposal to:

Housing Authority of the County of Chester
30 W. Barnard St., Suite 2
West Chester, PA 19382
Attention: Brenda Bolt

(if hand delivery, actual entrance is on S. Church St – east side of street, with handicap railing)

D. OTHER INFORMATION

1. TERM OF 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 listing each unit inspected with the contract amount for that type unit, and totaled.

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

3. CONTRACTOR'S RESPONSIBILITIES

The successful contractor is responsible for all personnel involved in the work including those of his direct employ, his subcontractors, suppliers of materials, suppliers of equipment, and/or all laborers. He shall protect HACC from all claims for damages to any and all persons or property resulting from the execution of this contract. The contractor shall make good, at his own expense, all damages to HACC's property from fault or negligence of any of his employees. All employees of the contractor shall comply with all regulations of HACC.

II. SCOPE OF SERVICES

The Housing Authority requires the services of a housing inspection firm with in-depth experience in the inspection process for the Housing Choice Voucher Program.

Details of the process will be agreed upon after selection of the proposal that best meets the Authority's needs. Thus, the proposal must include a very detailed work plan that will afford analysis and selection.

General Description of HACC's HCVP.

HACC has leasing approval for 2000 vouchers of which approximately 1,400 are leased as of this month. Included in that number are 600 "Project-Based" [PBA] vouchers and 400 VASH vouchers.

For the most part, these vouchers are concentrated in the following municipalities of Chester County: Coatesville; West Chester; Phoenixville; Oxford; with many other units throughout the county.

Proposed Scope of Services.

The contractor shall furnish sufficient organization, personnel and management staff with the necessary skill and judgment to perform all the duties and responsibilities normally associated with the management of the complete inspection function of prospective units and units currently under contract. Services will include but are not limited to the functions outlined below.

1. *Inspections.* The contractor will be responsible for all types of inspections, such as:
 - Initial/Move-In
 - Annual Recertification (Presently this type of inspection occurs once yearly. HACC reserves the option of changing this to once every two years per existing HUD regulations)
 - Complaints, Including EHS (Exigent Health & Safety)
 - Follow-up inspections, as needed, for each of the above. Follow-up inspections may not be required in all instances, as described in PIH Notice 2013-17. Details will be agreed upon at contract signing.
 - Damage Claims
 - Quality Control
2. *Scheduling:* The contractor will be responsible for the notification to landlords and tenants of inspections (all types, as noted above).
3. *Rent Reasonableness & Utility Allowance.* The contractor will provide sufficient evaluation criteria to assist in determining average vs. above average, etc.
4. *Communications with landlords/tenants.* The contractor will be responsible for all needed communications with landlords and tenants, such as:
 - Informing landlord of findings and any required follow-up actions.
 - Obtaining legal documentation from landlord, such as proof of ownership; rental permits, etc.
5. *Official documentation.* The contractor will utilize its computerized programs to produce actual inspection documents, and to record all data in accordance with HUD's NSPIRE requirements.
6. *Administration of the Inspection Process.* The contractor will coordinate activities with HCVP office to share and to obtain sufficient information to effectively manage the process, such as:
 - Review/correct unit information (# bedrooms; age & sq. footage; type of fuel for heat & hot water; owner/tenant supplied appliances, etc.
 - Coordinate with HACC staff concerning possible fraud.
7. *Reports/MIS.* The contractor will provide written reports to HACC at least monthly to afford timely reporting of MTCS.
8. *Section Eight Management Assessment Program (SEMAP).* The contractor will be responsible for carrying out its activities in a manner that will assist HACC to maintain "High Performer" status.

III. EVALUATION OF PROPOSALS & CONTRACT AWARD

Proposals received in response to this RFP will be evaluated based on the factors outlined below. The Authority will make an award based on the proposal that best conforms to the solicitation and is most advantageous to the Authority. The point ranking system as outlined in this RFP is designed to assist the Authority in determining those proposals which best conform to the solicitation and its needs. The Authority may discuss the proposals with one or more firms based upon results obtained from the ranking.

The Authority may award the contract to other than the lowest price offer. Proposals will first be ranked on technical evaluation. Price will not be considered during this first ranking. The maximum score for each criterion is indicated below.

A. QUALIFICATIONS

1. A proven NSPIRE inspection system that manages effectively all required components and provides interface with the Housing Authority.
2. Specialized knowledge and an understanding of HUD NSPIRE inspection standards and Commonwealth of Pennsylvania and local housing codes, as well as "SEMAP" requirements.
3. The availability and adequacy of the human and physical resources necessary to perform all of the required services promptly and effectively. Pertinent staff must be NSPIRE-certified.
4. Prior experience performing HCVP inspection services for Housing Authorities.
5. The ability to be responsive to the Authority's needs and to perform the services promptly.
6. A commitment to the requirements of Section 3 of the Housing and Urban Development Act of 1968. A firm that is a Section 3 Business Concern will receive a five-point bonus in the evaluation/ranking process. A Section 3 firm must claim this bonus in their proposal and must submit with their proposal a Section 3 Certification and evidence in support of that claim.

HOUSING AUTHORITY OF THE COUNTY OF CHESTER – FEBRUARY 2024
RFP FOR HCVP INSPECTION SERVICES

B. EVALUATION CRITERIA

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MAX. VALUE</u>	<u>RATING</u>
1.	Presented a detailed description of how the HCVP NSPIRE Inspection function would be structured & managed; and a plan to address SEMAP requirements.	30	_____
2.	Demonstrated specialized knowledge and an understanding of HUD NSPIRE standards as well as Pennsylvania and local Chester County housing codes. Listed and described the adequacy of the firm’s technical and human resources.	25	_____
3.	Listed the firm’s prior experience in providing described services to other HA’s. Provided evidence and assurance of the firm’s ability to perform responsively and promptly.	25	_____
4.	Services/fees are fairly priced and affordable.	20	_____
	SUB-TOTAL	100	_____
	Section 3 Bonus	5	_____
	TOTAL	105	_____

IV. SUBMISSION REQUIREMENTS

A. PROPOSAL

Sealed proposals must be submitted including a cover letter of interest that also describes your firm's approach and philosophy toward such a contract.

The proposal must be submitted in a three-ring binder, tabbed, one each for the first 3 criteria (excludes pricing proposal) as well as a Tab 4 for required documentation noted below; and Tab 5 for standard required forms.

Your proposal must contain a detailed description of how you plan to carry out the complete inspection process, including your plans for how you will schedule; how you will provide various notifications; how you will interface with landlords and HACC; how you will administer the required QC function; what computerized system you use and how you plan to interface required reporting, etc. with HACC's system [Emphasys Elite 2.0.3]; how it relates to MTCS, etc.

Your proposal should include your strategy to assist the HACC in maintaining its "high performance" status under SEMAP.

In Tab 4, please include:

- Evidence that personnel are NSPIRE certified; and have the necessary certifications, licenses, etc. to do business in the Commonwealth of Pennsylvania;
- Your preliminary estimates of time necessary to perform the itemized required services and a proposed monthly schedule.
- References. Provide a minimum of three, including names, email addresses, addresses, and telephone number.
- Insurances. Provide proof of Professional Errors & Omissions Liability with a minimum limit of \$1 million per claim and \$1 million per aggregate; General Liability Insurance of at least \$1million per occurrence and \$2 million per aggregate covering the activities to be performed; Auto as required for your operations; Workers' Compensation.

B. FORMS

To be signed & returned

- Proposal Pricing Form [HACC 100-A]
- Certifications & Representations of Offerors [HUD-5369-C]
- Non-Collusion Affidavit [HACC 300]
- Certification of Non-Segregated Facilities [HACC 400A]
- Section 3 Certification [HACC 400C]
- Statement of Assurances [HACC 500.1]

To be reviewed

- Instructions to Offerors [HUD 5369-B]
- General Terms & Conditions, Professional Services [HACC 500]
- Section 3 Requirements & Executive Order 11246 [HACC 400C.1]

Other

- Department of Treasury IRS form W9. Complete & return.
- Excluded Parties Certification. See picture of the web page (last “form”). Go to the web: www.sam.gov. Follow the instructions. Print the page out, sign and date it and include with your submission.

V. ATTACHMENTS

Forms as noted above

Proposal Pricing Form

Having carefully examined all documents included with Request for Proposals for *HCVP Inspection Services*, the undersigned proposes to provide such services as described in the Scope of Services, at the following per unit/monthly costs:

I. Inspections, including all related costs, Per Unit/Costs:

- | | |
|--|-------------|
| A. Standard Types (Initial; move-in; recerts; moves) | \$____/unit |
| B. Follow-Up inspections | \$____/unit |
| C. Complaints/Damage Claims | \$____/unit |
| D. QC Inspections | \$____/unit |

Estimated monthly cost:

\$_____/month

II. Administrative (Describe)

(of _____) _____%

or

\$_____/mo.

Estimated monthly cost:

\$_____/month

Signature

Date

Printed Name

Title

HACC 100-A

STANDARD FORMS

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

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

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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 complete 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 Signer (Please Type or Print)

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

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: _____

STATEMENT OF INSURANCE COVERAGE

Having carefully examined the Insurance Requirements stated in the Invitation for Bid/Request for Proposal, the undersigned hereby certifies that the required types and level of insurance are in force, and that if awarded the contract, will have the Housing Authority of the County of Chester named as an additional insured and provide such Certificate to the Authority.

Signature

Date

Printed Name

Title

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Consultant shall undertake steps, to utilize the services of minority firms, women's business enterprises, and labor area firms to extent feasible.

Equal Employment Opportunity

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

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

respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Consultant becomes involved in, or is threatened with, litigation with a subconsultant vendor as a result of such direction, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

- (j) Compliance with the requirements of this clause 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 and clause 36, INDIAN PREFERENCE herein.

Equal Opportunity for Businesses and Unemployed and Underemployed Persons (HUD Act of 1968, Section 3)

- (a) In accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, the Consultant shall, to the maximum extent practicable:
 - (1) Providing training and employment opportunities to the unemployed and underemployed residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; and
 - (2) Award contracts for work in connection with the project to business concerns that are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan county as the project.
- (b) The Consultant shall insert or cause to be inserted this same provision in each construction subcontract.

Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

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

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

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.

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

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; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.

The consultant shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the consultant in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.

For data first produced in the performance of this contract, the consultant may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The consultant grants the HACC and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the HACC.

The consultant shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the consultant identifies such data and grants the HACC a license of the same scope as identified in the preceding paragraph.

The HACC agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the Contracting Officer may either return the data to the consultant, or cancel or ignore the markings.

The consultant is responsible for obtaining from its subconsultants all data and rights necessary to fulfill the consultant's obligations under this contract.

Notwithstanding any provisions to the contrary contained in any consultant's standard commercial license or lease agreement pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such agreement has been proposed prior to the award of this contract or of the fact that such agreement may be affixed to or accompany the restricted computer software upon delivery, the consultant agrees that the HACC shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing agreement, shall be subject to the following procedures.

The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the HACC except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HACC location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

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 Consultant agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- © 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.

I hereby certify that I have read and understand all the requirements, terms and conditions enumerated above and that they will be followed to the extent required by law.

Authorized Signature

Company/Firm Names

Date

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 Apprentice/Trainee, 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.

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
[] [] [] - [] [] [] - [] [] [] [] [] []	
or	
Employer identification number	
[] [] [] [] - [] [] [] [] [] [] [] [] [] [] [] []	

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its Instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. 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 and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4499 or submit Form 14039.

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4388). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

CREATE USER ACCOUNT

Your COT contractor 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) in the business with the Federal Government. If you are interested in registering or updating your Entity, you must first create a user account.
Register/Update Entity

SEARCH RECORDS

All entity records from CCR/Fedlog and ORCA and exclude records from EPUS, active or expired, were moved to SAM. You can search these records and their 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

Need Help?

WHAT IS SAM?

The System for Award Management (SAM) is a Federal Government-owned and operated free web site that combines the capabilities of other systems used in Federal procurement and award processes. SAM will add the capabilities of other systems used in Federal procurement and award processes.

Search Records

2ND SCREEN

You can only use one search method at a time.
Enter your specific search term

Enter SSN or EIN

Example of search terms include the entity's name, year

DUNS Member Search:

Enter DUNS number ONLY

CAGE Code Search:

Enter CAGE code ONLY

SEARCH

CLICK HERE

3RD SCREEN
Print, Save & Draft
Submit with your Bid.

Search Results

Current Search Terms: ~~XXXXXXXXXXXX~~

No records found for current search.