

REQUEST FOR PROPOSALS

JANITORIAL SERVICES

for

OXFORD TERRACE APARTMENTS

Proposals Due: TUESDAY, JANUARY 30, 2024, at 10:00 AM

Walk Through: MONDAY, JANUARY 22, 2024, AT 10AM

Oxford Terrace Apartments, 326 Market Street, Oxford, PA 19363.

RSVP Required: Brenda Bolt bbolt@haccnet.org

Questions Due: THURSDAY, JANUARY 25, 2024, AT 10AM,

By email only to: bbolt@haccnet.org

REQUEST FOR PROPOSALS

The Housing Authority of the County of Chester (HACC) is soliciting proposals for JANITORIAL SERVICES at the Oxford Terrace Apartments.

This RFP will be distributed to interested parties via email. However, if requested, the complete RFP can be mailed. Contact Brenda Bolt at: bbolt@haccnet.org to request a copy.

A mandatory site walk through will be held MONDAY, JANUARY 22, 2024, AT 10AM at Oxford Terrace Apartments, 326 Market Street, Oxford, PA 19363. RSVP is REQUIRED; Brenda Bolt bbolt@haccnet.org.

Sealed proposals are due no later than TUESDAY, JANUARY 30, 2024, at 10:00 AM at HACC's administrative office, Attention Brenda Bolt, 30 W. Barnard St., Ste. 2, West Chester, PA 19382.

HACC is an Equal Opportunity Employer

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**PROPOSAL SITE SELECTION & PRICE FORMS-HACC 100
OTHER FORMS**

NOTE: Read Carefully!

1. All proposals will become part of the official files of HACC and shall remain valid for ninety days following the deadline for submission. HACC may waive any minor irregularities, technicalities, omissions, and/or errors in bid documents received. HACC may make multiple awards by municipality or a single award for all sites under this RFP. 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 proposers.
2. All costs incurred directly or indirectly by the proposer for preparation shall be the sole responsibility of the proposer.

SECTION I

A. FORMS, REQUIRED DOCUMENTS & ORGANIZATION OF SUBMISSION

Bids must include all of the below-listed documents, and must be submitted in the following order:

- a. Bid Form
- b. Narrative/Comments about Recycle
- c. HACC P-300 -- Non-Collusion Affidavit
- d. HACC P-500.1 -- Statement of Insurance Coverage
- e. HACC P-500.2 -- Statement of Assurances
- f. HACC P-700 -- Section 3 Requirements
- g. HUD 5369 -- Instruction to Bidders
- h. HUD 5369-B -- Instructions to Offerors
- i. HUD 5369-C -- Certification of Representatives
- j. IRS form W-9 -- ***completed and signed*** (not included)
- k. Excluded Parties Certification -- obtain from: www.sam.gov.

B. BACKGROUND/SUMMARY/or INTRODUCTION

It is the intent of this specification to secure a contract for professional janitorial services, which will provide necessary routine interior cleaning, and specified building maintenance services for the Housing Authority office.

The contractor will use “environmental preferable” cleaning products when available for the required cleaning. A list of products that the vendor will use shall be available for approval by the Housing Authority. All individuals performing on the project must clear a criminal background check.

Employees must refrain from the use of any Housing Authority telephones, copier machines, fax machines, computers and/or other equipment in the office.

C. GENERAL SUBMITTAL INFORMATION

All proposers must obtain a copy of the RFP package. The contractor will thoroughly examine the RFP requirements and related documents to ensure complete knowledge of the conditions and requirements for this contract offer. By submitting a proposal, the proposer acknowledges receipt and understanding of all submittal instructions, specifications, and requirements. No claim for extra compensation will be allowed for the contractor’s failure to comply with this requirement.

A mandatory site walk through re-bid is scheduled for **MONDAY, JANUARY 22, 2024, AT 10AM** at 30 W. Barnard Street, Suite 2, West Chester, PA 19382.

Questions must be submitted via email clearly identified in the subject line: “QUESTIONS FOR JANITORIAL SERVICES” to: bbolt@haccnet.org. All questions must be received by **THURSDAY, JANUARY 25, 2024, AT 10AM**. Addendums or Clarifications will be issued to each source that has obtained the RFP packet. Your written question may be used as part of the Addendum or Clarification. The Addendum or Clarification will cover all questions that have been asked.

Sealed proposals are due no later than **TUESDAY, JANUARY 30, 2024, at 10:00 AM**, at HACC’s administrative office located at 30 W Barnard St, Suite 2, West Chester, PA 19382. All proposals must be in writing; no fax or email proposals will be accepted. Any proposal submitted after this deadline will not be considered. HACC reserves the right to reject any and all proposals and to request additional information from all proposers.

All proposals shall be sealed in an envelope or mailing container and shall be clearly labeled: **Proposal for JANITORIAL SERVICES, Attention, Brenda Bolt.**

All proposals will become part of the official files of HACC and shall remain valid for ninety days following the deadline for bid submission. HACC may waive any minor irregularities, technicalities, omissions, and/or errors in the proposals that are received. HACC may make single or multiple awards under this solicitation by location. 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 quote submitter(s).

The Contractor shall promptly submit a notice to HACC of observed variance of contract documents for legal requirements.

D. OTHER INFORMATION

1. TYPE & TERM OF CONTRACT

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

2. INVOICES & METHOD OF PAYMENT

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

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

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, and 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.

The Contractor will provide HACC with a list of all subcontractors, including the business or individual's name, address, phone and federal (w-9) ID number.

The Contractor is responsible for obtaining and paying for any and all Permits, Government Fees, Licenses, as required.

E. EVALUATION CRITERIA:

Proposals will be evaluated on many criteria deemed to be in HACC's best interests, including, but not limited to:

- Responsiveness to terms and conditions
- Ability to meet specifications.
- Experience of employees & Company profile
- References
- Price

F. INSURANCE REQUIREMENTS – SUMMARY – Small Services

Before commencing work, the Contractor shall furnish HACC with Certificates of Insurance showing the following insurance is in force and will insure all operations under the Contract prior to the commencement of any work. Policies shall be effective commencing by the first day of work and are to remain in effect during the life of the Contract. The policies shall name the Contractor as the insured and HACC as an additional insured. The insurance company must be financially sound and admitted to business in the Commonwealth of Pennsylvania.

Worker's Compensation Insurance	Statutory	
Employers Liability	Minimum of 500,000 for each type of coverage	
Commercial General Liability	General Aggregate	500,000
	Products-Comp/Op. Agg.	500,000
	Personal & Adv Injury	500,000
	Each Occurrence	500,000
	Fire Damage (any one fire)	100,000
	Med Exp. (any one person)	5,000
Auto Liability	Combined single limit for: Bodily Injury, Property Damage Liability, Personal Injury, and Contractual Liability of not less than \$25,000 per occurrence.	
Comprehensive Umbrella Liability Insurance	not less than 500,000	
Crime / Fidelity Bond (employee dishonesty)	25,000	

Payments for supplementary costs such as the cost of defending against a claim must be in addition to and not as a reduction of, the limit of liability.

Must be an Occurrence form policy that contains an extended reporting period of at least 5 years.

Cancellation. At least 30 days advance notice is to be given to the insured and any additional insured.

Section II

A. BACKGROUND/SUMMARY/or INTRODUCTION

It is the intent of this specification to secure a contract for professional janitorial services, which will provide necessary routine interior cleaning, and specified building maintenance services for the Housing Authority office.

Contractor will use “environmental preferable” cleaning products when available for the required cleaning. A list of products that the vendor will use shall be available for approval by the Housing Authority. All individuals performing on the project must clear a criminal background check.

Employees must refrain from the use of any Housing Authority telephones, copier machines, fax machines, computers and/or other equipment in the office.

B. SCOPE OF SERVICES

1. Scheduling of work. The contractor shall provide janitorial services two nights during the week (after 4:30 pm), and once on the weekend between the hours of 8:00 am and 8:00 pm, not including recognized federal holidays.

2. Regular Daily Services Required. Contractor shall furnish a crew of reliable and experienced janitor to perform all night janitorial services to accomplish the following janitorial building maintenance services:

- a. Empty and clean all wastebaskets and other waste containers and insert new appropriate plastic liners in all wastebaskets and containers on a daily basis.
- b. Clean by sweeping and/or dust mop all floors all spots/stains. Return furniture, chairs, etc. to their appropriate locations.
- c. Clean and disinfect the water coolers and all kitchen and bathroom sinks (all items left in the sink are to be disposed of.)
- d. Clean the front and back windows.
- e. Thoroughly clean all urinals, toilets and lavatories with a solution containing a commercial grade, approved disinfectant. Damp mop lavatory floor area with a germicidal solution. Clean mirrors and bright metal. Spot clean walls around sinks, urinals, and toilet bowls. Refill all soap, towel, and paper product dispensers. Dust top of lavatory partitions.
- f. Clean inside the elevators (including mop floors) and disinfectant elevator buttons.
- g. Remove and deposit trash in the designated containers daily.
- h. Send an e-mail to bbolt@haccnet.org and cc vlindsay@haccnet.org of any irregularities noted during service, i.e. defective plumbing fixtures, electrical problems, burned-out lights and breakage or damage to bulbs.
- i. Send an e-mail to bbolt@haccnet.org and any needed janitorial supplies.

- j. Sweep stairwells.
- k. Clean community room, wipe the tables and clean the sink.
- l. Clean the trash room and clean/mop the floors.
- m. Vacuum area rug and deck scrub floor at front entrance.
- n. Wipe down all door handles.

3. Weekly Service.

- a. Vacuum all carpeted areas and area rugs/mats including in the Community room.
- b. Remove all cobwebs from corners, ceiling, and window frames.
- c. Wipe down/disinfect chairs in the entrance area.
- d. Wipe/clean/remove any visible dust from heating/air conditioning vents.
- e. Mop the floors.

4. Other Services. Contractor may be asked to assist with light moving/relocation of furniture or boxes within the office and dispose of bulky items.

5. Work not included. Contractor shall not be required to wash any dishes, pots, pans, or kitchen utensils as part of his/her work.

6. Supplies and Equipment.

- a. The Housing Authority will supply all the restroom and employee kitchen supplies such as paper towels, toilet paper and liquid, anti-bacterial hand soap.
- b. The Contractor is responsible for all janitorial supplies and equipment necessary to properly perform the above work.
- c. Limited space is available for the contractor to store basic equipment and supplies on site.

7. Supervision of Work. Contractor shall conduct regular systematic inspection of his/her/their work crew and shall be responsible for providing adequate supervision to assure competent and satisfactory performance of the services required under this Contract. The contractor shall notify Brenda Bolt by phone or letter or e-mail of any special comments on janitorial needs.

8. Provide a list of at least three (3) references documenting your experience. Each reference should include the individual's name, title, and current telephone number. In addition, please provide:

a. A listing of all buildings where the company is currently providing janitorial services, and

b. Information on the experience and/or qualifications of personnel to be assigned to project.

Individuals identified as references will be assured of anonymity to the fullest degree possible under the Freedom of Information Law.

C. COST OF SERVICES

Respondents shall provide:

- a. A fixed monthly cost for the janitorial services identified in the scope of services.
- b. An hourly rate for relocation of boxes and/or furniture within the office.
- c. An hourly rate for disposal of bulky items.

D. SELECTION CRITERIA

The following criteria will be considered, although not exclusively, in determining which firm is hired.

1. References	15 points
2. Costs	30 points
3. Interview	20 points
4. Experience in sensitive environments	25 points
5. Local Business	10 points

Section III

LIST OF FORMS

- a. Bid Form
- b. HACC P-300 -- Non-Collusion Affidavit
- c. HACC P-500.1 -- Statement of Insurance Coverage
- d. HACC P-500.2 -- Statement of Assurances
- e. HACC P-700 -- Section 3 Requirements
- f. HUD 5369 -- Instruction to Bidders
- g. HUD 5369-B -- Instructions to Offerors
- h. HUD 5369-C -- Certification of Representatives
- i. IRS form W-9 – ***completed and signed*** (not included)
- j. Excluded Parties Certification * Obtain from: www.sam.gov Click on “exact name and ss/tin,” enter data, print the page, and sign.
**=not included in packet.*

HOUSING AUTHORITY OF THE COUNTY OF CHESTER--CONTRACT DOCUMENTS
General Conditions of the Non-Construction Contract
Public and Indian Housing Programs

CONDUCT OF WORK

1. Definitions

(a) "Contract" means the contract entered into between the HACC and the contractor. It includes the *Certifications, Representations, and Other Statements of Offerors*, these *General Conditions* of the Contract, any special conditions included elsewhere in the contract and the specifications and schedule of drawings, if any. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.

(b) "Contracting Officer" means the person delegated the authority by the HACC to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The terms include any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed authorized agent of HACC in all dealings with the Contractor.

(c) "Contractor" means the person or other entity entering into the contract with the HACC to perform all of the work required under the contract.

(d) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf.

(e) "HACC" means the Housing Authority of the County of Chester organized under applicable Pennsylvania state law as the Housing Authority of the County of Chester, and a party to this contract.

(f) "Work" means services (the contracted services), materials and workmanship.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work.

(b) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor. The contractor is responsible for all personnel involved in the work including those of his direct employ, his subcontractors, suppliers of materials & equipment, and all laborers.

(c) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the HACC, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of entire work, except for any completed unit of work that may have been accepted under contract.

(d) The Contractor shall confine all operations (including storage of materials) on HACC premises to areas authorized or approved by the Contracting Officer.

(e) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the guaranty.

3. Inspection and Acceptance

The contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to HACC inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

HACC inspections and tests are for the sole benefit of the HACC and do not (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the HACC after acceptance of the completed work.

The HACC has the right to inspect and test all supplies, services, and construction required under this contract to the extent practicable at all times and places during the term of the contract. The HACC shall perform inspections in a manner that will not unduly delay the work. If any of the supplies, services, or construction do not conform with contract requirements, the HACC may require the contractor to perform the work again in conformity with contract requirements, at no increase in the contract price. When defects cannot be corrected by re-performance, the HACC may require the contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of the work performed.

If the contractor fails to perform promptly the required work or to take the necessary action to ensure future performance of the contract in conformity with contract requirements, the HACC may, by contract or otherwise, perform the work itself and charge the contractor any cost incurred that is directly related to the performance of the work or terminate the contract for default.

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

4. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

5. Warranty

The equipment/materials provided under this contract, if any, shall have a warranty of n/a (years/months).

6. Prohibition Against Liens

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

7. Energy Efficiency

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

Administrative Requirements

8. Contract Period

The contractor shall complete all work required under this contract within the time schedule established in the notice to proceed issued by the Contracting Officer.

9. Order of Precedence

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

10. Payments

(a) The HACC shall pay the Contractor the price as provided in this contract.

(b) The HACC shall make the final payment due the Contractor under this contract after (1) completion and acceptance of all work; and (2) presentation of release of all claims against the HACC arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

11. Cost Limitations

a. The parties estimated that performance of this contract, exclusive of any fee, will not cost the HA more than the estimated cost stated elsewhere in this contract. The contractor agrees to use its best efforts to perform the work specified in the contract and all obligations under this contract within the estimated cost.

b. The contractor shall notify the Contracting Officer whenever it has reason to believe that the costs the contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75% of the estimated cost stated elsewhere in the contract, or whenever the total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated. As part of the notification, the contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

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

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

e. Change orders shall not be considered an authorization to exceed the estimated cost to the HA specified in the contract unless they contain a statement increasing the estimated cost. If this contract is terminated or the estimated cost is not increased, the HA and the contractor shall negotiate an equitable distribution of all property produced or purchased under this contract, based on the share of costs incurred by each.

12. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The HACC may modify the contract unilaterally - (1) pursuant to a specific authorization stated in a contract clause (e.g., 13. *Changes*); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the HACC address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

13. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a Change Order, make changes in the work within the general scope of the contract including Changes:
 - (1) In the statement of work or specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) HACC-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a Change shall be treated as a Change Order under this clause provided that the Contracting Officer gives the Contractor written notice stating (1) the date, circumstances and source of the order and (2) That the Contractor regards the order as a Change Order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer or any other person shall be treated as a Change under this paragraph or entitle the Contractor to an equitable adjustment.
- (d) If any Change under this paragraph causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 30 days before the Contractor gives written notice as required. In the case of defective specifications for which the HACC is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must submit any proposal under this paragraph to the Contracting Officer within 30 days after (1) receipt of a written change order under subparagraph (a) above, or (2) the furnishing of a written notice under subparagraph (b) above. The proposal shall include a written statement describing the general nature and the amount of proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under subparagraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the following form:
 - (1) Proposals totaling \$5,000 or less shall be submitted in the form of a lump sum proposal with supporting information to clearly relate elements of cost with specific items of work involved to the satisfaction of the Contracting Officer.
 - (2) For proposals in excess of \$5,000, the claim for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
 - (i) **Direct Costs**
 - Materials;
 - Transportation and delivery costs associated with materials;
 - Labor breakdowns by hours or unit costs (identified with specific work to be performed);
 - Costs of preparation and/or revision to shop drawings resulting from the change;
 - Worker's Compensation and Public Liability Insurance;
 - Employment taxes under FICA and FUTA; and
 - Bond Costs - when size of change warrants revision.
 - (ii) **Indirect Costs** Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

- (iii) *Profit* The amount of profit shall be negotiated and may vary according to the nature, extent and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net Change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt.
- (i) Failure to reach an agreement on any proposal shall be a dispute under clause 15, *Disputes* herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior written order from the Contracting Officer.

14. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the HACC.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

15. Disputes

- (a) All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof that are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer. A claim by the HACC against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, with reasonable promptness, but in no event in no more than ten (10) days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the Contracting Officer's decision, shall notify the Contracting Officer in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (1) given the notice within the time stated in paragraph (c) above, and (2) excepted its claim relating to such decision from the final release, and (3) brought suit against the HACC not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HACC that it submit a final voucher and release, whichever is earlier, then the Contracting Officer's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(f) The Contractor is prohibited from placing a lien on the HACC's property. This prohibition shall apply to all subcontractors.

16. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the HACC may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the HACC resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the HACC in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if-

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the HACC or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the HACC, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (x) freight embargoes, (x) unusually severe weather, or (x) delays of subcontractors or suppliers at any time arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within ten (10) days from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision that shall be subject to the provisions of clause 15. *Disputes* herein.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for the convenience of the HACC.

17. Liquidated Damages

(a) If the contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause 16, *Default* of this contract, the contractor shall pay to the HACC as liquidated damages, the sum of \$500.00 for each day of delay. To the extent that the contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the HACC. The contractor remains liable for damages caused other than by delay.

(b) If the HACC terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the HACC in completing the work.

(c) If the HACC does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

18. Termination For Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the HACC. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the HACC shall be liable to the Contractor for reasonable and proper costs resulting from such termination which costs shall be paid to the Contractor within 90 days of receipt by the HACC of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the HACC to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the HACC or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the HACC; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) Any disputes with regard to this clause are expressly made subject to provisions of clause *15 Disputes*.

19. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract, except that claims for monies due or to become due from the HACC under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

20. Subcontracts

(a) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the U. S. Government or of the State in which the work under this contract is to be performed.

(b) The Contractor shall be as fully responsible for acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for acts or omissions of persons directly employed by the Contractor.

(c) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(d) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the HACC, or between the subcontractor and HUD.

21. Subcontracting with Small, MBE/WBE, and Labor Surplus Area Firms

The Contractor shall take the following steps to assure that, whenever possible, subcontracts are awarded to minority firms, women's business enterprises, and labor area firms:

(a) Placing qualified small & MBE/WBEs on solicitation lists;

(b) Assuring that small & MBE/WBEs are solicited whenever they are potential sources;

- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small &MBE/WBEs;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small &MBE/WBEs; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and state and local governmental small business agencies.

22. Equal Employment Opportunity

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

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

HOUSING AUTHORITY OF THE COUNTY OF CHESTER -- CONTRACT DOCUMENTS

direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

23. 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 Contractor 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 Contractor shall insert or cause to be inserted this provision in each construction subcontract.

24. 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.

25. 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.

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

(a) The Contractor 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 contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

27. Royalties and Patents

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

28. Rights in Data and Copyrights

Except as provided elsewhere in this clause, the HACC shall have unlimited rights in data first produced in the performance of this contract; 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 contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor 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 contractor 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 contractor 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 contractor 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 contractor 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 contractor, or cancel or ignore the markings.

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

Notwithstanding any provisions to the contrary contained in any contractor'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 contractor 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.

Bid Specifications & Work Practices - Acknowledgment Sheet

I acknowledge receipt of the specifications for the bid/proposal that I have prepared for Submission.
I have fully read and understand the specifications and scope of work for the job, which I am proposing to complete for the Housing Authority of the County of Chester.
I have read and understand the work practices listed below, and agree to abide by those work practices should I be contracted to work with the Housing Authority.
I have also received a copy of the bid proposal documents, I have completed and signed the bid sheet(s), and am retaining a copy for my records.

Work Practices & Procedures:

1. I understand that I represent my company, and will stand behind the employees who work for me. I understand that I will be responsible for the quantity and quality of our work, and that I will be responsible to see that the work is completed on time and to the Housing Authority standards set forth in this packet.
2. I understand that I will be responsible to obtain any Municipal permits and inspections that may be needed for completion of the job, and to inform the Housing Authority of those inspections and permits.
3. I understand that the Housing Authority will conduct interim inspections of the work that we are doing in order to ensure quality standards and timely completion of the job.
4. I agree to respect all Municipal, State, and Federal laws, rules, and regulations during the duration of my contract with the Housing Authority.
5. I agree to respect the rights of the tenants residing in the building, and will not use foul or abusive language. I will restrict work times to normal business hours unless previously agreed to by the Housing Authority. I will adhere to the Authority's "Tobacco-Free" Policy and will ensure all employees/subcontractors will do so.
6. I agree to inform the Housing Authority of any third party contractors working in a unit when not directly supervised by my company.
7. I agree to assume responsibility for any damage caused to Housing Authority property that is the result of my company, my equipment, my employees, or third party contractors hired by me for completion of my contract with the Housing Authority.
8. I understand that the Housing Authority has deadlines to meet, as well as enforce, and agree to notify them immediately of any work/items that are NOT outlined in the specifications.
9. I agree to inform the Housing Authority immediately of any event, that may cause my company to not meet my completion deadline. I understand that if arrangements cannot be made with the Housing Authority, I will be forced to relinquish this contract for completion by another contractor.
10. I understand that the Housing Authority may revoke my contract at any time because of non-performance or substandard quality of my workmanship.
11. I agree that the Housing Authority will have the right to call my company back in to make repairs to any item that my company repaired or replaced as outlined in the specifications I have received. The Housing Authority will have this right for a period of sixty (60) days from the date of completion of the unit being rehabbed. I understand that I will notify the Housing Authority when a unit rehab is completed - in writing, and the statement must bear a date and a signature.

Signed and submitted on this date _____

by, _____
(signature) (position) (company name)

Company address _____

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

1. Contingent Fee Representation and Agreement

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

- (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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers represents and certifies as part of its bid/offer that it:

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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

(II) 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/offeree deletes or modifies subparagraph (a)(2) above, the bidder/offeree must furnish with its bid/offeree 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 HIA 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 HIA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HIA may, however, terminate the Contract for the convenience of HIA if it would be in the best interest of HIA.

- (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 HIA, the HIA 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 HIA 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:

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 29226, 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 ASSURANCES

The Undersigned hereby acknowledges that s/he has read, understands, and agrees to the terms and conditions stated in the following forms, especially HUD 5369-C & HACC P-5370-C as well as all other forms in the RFP.

The Undersigned hereby provides assurance of his/the firm's Ability and Availability to complete all work, as detailed in this RFP.

The Undersigned hereby certifies that all services performed by him/the firm shall be in compliance with all applicable laws.

Signature _____

Title _____

Printed Name _____

Date _____

Company official address _____

Company official address _____

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

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 on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

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 (cancelled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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?* on page 2 for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1448 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 1448 require a partnership to presume that a partner is a foreign person, and pay the section 1448 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 1448 withholding on your share of partnership income.

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

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 516, 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 6 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 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from listing bond operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8632 or 2663 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-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(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(9)
- 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(e)
- 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 6 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" for any similar indication written or printed on the line for a FATCA exemption code.

A--An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(a)(37)

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

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

D--A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(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 861 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(e)

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(b) plan

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. 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. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

1. **Interest, dividend, and barter exchange accounts opened before 1983 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i))	The grantor ⁴
For this type of account:	Give name and EIN or:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 9832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii))	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* on page 2.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4336, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-1089.

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 email. 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@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4336).

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine use of this information include giving it to the Department of Justice for civil and criminal litigation and to other 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 6408, payors 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.