

ADDENDUM #1

March 18, 2019

Project Number: Integrated Pest
 Management Services
 HACA-17-P-0230

Housing Authority of the City of Austin
Purchasing Department
1124 South IH 35
Austin, Texas 78704 (512) 477-1496 fax (512) 477-3979

Acknowledge receipt of this Addendum by inserting this document in the Bid Proposal. Failure to do so may subject Bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

1. CORRECTION: **SPECIFICATIONS, I. B.:**
Proposals must be bound and sealed. Please submit 1 original and 4 copies.

2. CORRECTION: **BID PROPOSAL - LOT 1:**
AMP-15 Northloop 2300 W. Northloop 78756 has 130 units.

3. CORRECTION: **BID PROPOSAL - LOT 4:**
AMP-15 Northloop 2300 W. Northloop 78756 has 130 units.



REQUEST FOR PROPOSAL

FOR

INTEGRATED PEST MANAGEMENT SERVICES

HACA-19-P-0230

HOUSING AUTHORITY OF THE CITY OF AUSTIN
1124 South IH35
AUSTIN, TX 78704

AN EQUAL OPPORTUNITY EMPLOYER

Please deliver completed bid packets to:
1124 South IH 35 Austin Texas 78704 by the
Due Date: April 4, 2019 2:00PM/CST

Pre-Bid Conference: March 15, 2019 10:00AM/CST
Pre-Bid Location: 1124 South IH35 Austin, Texas 78704

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Housing Authority of the City of Austin

Established in 1937

REQUEST FOR PROPOSALS

Board of Commissioners
Carl S. Richie, Jr., Chairman
Charles Bailey
Tyra Duncan-Hall
Edwina Carrington
Mary Apostolou

President & CEO
Michael G. Gerber

Date: March 13, 2019

Project Title/Number: Integrated Pest Management Services (HACA-19-P-0230)

Pre-Bid Conference: March 15, 2019 10:00AM/CST

Pre-Bid Location: 1124 South IH35 Austin, Texas 78704

Delivery Date/Time: April 4, 2019 2:00PM/CST

TO: Prospective Bidders

The Housing Authority of the City of Austin (HACA) is soliciting proposals from qualified, licensed and insured entities to provide Integrated Pest Management Services at each location every month.

Proposals will be accepted until **April 4, 2019 2:00PM/CST**

By submission of a response to the Invitation for Bids, the contractor agrees, if its bid is accepted, to enter into a contract with the Housing Authority of the City of Austin in the form included in the contract documents, to complete all work specified or indicated in the contract documents, for the contract price and within the contract time indicated in the bid package. The contractor further accepts all the terms and conditions of the bid package including, without limitation, those dealing with deposit of bid guarantee.

The Invitation for Bids will remain open for the period specified, must be independently arrived upon, and be prepared in accordance with the instructions to bidders (HUD form 5369). Bid packages may be picked up at 1124 South IH35 Austin Texas 78704 between 8:00 a.m. and 5:00 p.m., Monday through Friday. Bid packages may be mailed upon request, but acknowledgment of receipt will be required. The costs shall be included as provided in the bid package. Unless otherwise specified in the Invitation for Bids, all prices shall be on a firm, fixed price basis and are not subject to adjustment based on costs incurred. Contractors should be advised that, prior to award of any contract, HACA reserves the right to conduct a pre-award survey for the purpose of determining the contractor's responsibility and capacity to perform the contract. This survey may include review of subcontracting agreements, financial capacity, and the quality of work performed on other contracts.

All responses must be signed and dated; if a joint venture is submitting the proposal, each joint vendor must sign the proposal. Late bids will be handled in accordance with form HUD-5369.

Questions regarding the Request for Proposal should be directed to Nora Morales, Director of Operations & Procurement at 512-477-1496 ext 2119.

NOTICE TO BIDDERS

Each Bidder shall complete:

1. Vendor Data Sheet
2. Statement of Bidders Qualification
3. Non-Collusive Affidavit
4. Section 3 forms located on
<http://www.hacanet.org/business/Section3Vendor.php>
5. Representations, Certification, and Other Statements of Bidders
6. IRS Form W-9

Any addenda issued during the time of bidding are to be covered in the proposal, and in closing a contract they will become a part thereof.

Attention is called to the provisions of Equal Opportunity and Section 3 (<http://hacanet.org/business/Section3.php>).

The Housing authority has set a goal of 20% participation by Minority and/or Women-owned business firms in its projects. Documentation of your organization in efforts to satisfy this goal may be required.

For any information concerning any part of this Invitation for Bid, contact Nora Morales, Director of Operations & Procurement Services at 1124 South IH 35 Austin, Texas 78704 or at (512) 477-1496.

The competency and responsibility of bidders will be considered in awarding these contracts. The Owner shall have the right to reject any or all bids, or to reject a bid not accompanied by any required bid security, or other data required to be submitted with a bid, or to reject a bid which in any way incomplete or irregular. It is the intent of HACA to award a contract to the lowest responsible bidder provided the bid does not exceed available funds. HACA shall have the right to waive any informality or irregularity in any bid, or bids, and to accept the bid in its judgment that is in its own best interest.

SPECIFICATIONS

REQUEST FOR PROPOSAL: HACA-19-P-0230 INTEGRATED PEST MANAGEMENT SERVICES

I. INTRODUCTION

- A. Proposals must be submitted and received no later than April 4, 2019 at 2:00 p.m. CST in order to be considered. There will be a pre-bid conference on Friday, March 15, 2019 at 10:00 a.m. at 1124 South IH-35, Austin, TX 78704. Proposals may be mailed or delivered in person, and should be addressed as follows:

BY MAIL OR HAND DELIVERED TO:

Housing Authority of the City of Austin
Nora Morales
Director of Operations & Procurement Services
1124 S. IH-35
Austin, TX 78704

- B. Proposals must be bound and sealed.
- C. All envelopes must indicate "Integrated Pest Management Services HACA-19-P-0230".
- D. Questions concerning this proposal should be directed to:
Nora Morales, Director of Operations & Procurement Services at (512) 477-1496,
email: noram@hacanet.org.
- E. This Request for Proposal (RFP) does not commit HACA to award a contract or to pay any costs incurred in the preparation of a proposal responsive to this request.

II. GENERAL INFORMATION, TERMS & CONDITIONS

A. Background

The Housing Authority of the City of Austin (HACA), a municipal Public Housing Authority, is a public entity formed in 1937 to provide federally subsidized housing and housing assistance to low-income families within the Austin, Texas area. HACA is headed by a President and CEO, is governed by a five-person Board of Commissioners, and subject to the requirements of Title 24 of the Code of Federal Regulations, HACA's Procurement Policy, as well as other applicable federal, state and municipal laws and codes. Though brought into existence by a resolution of the City of Austin, HACA is a separate entity from the City.

A high-performing public housing authority that assists more than 19,000 Austin residents daily, HACA is the largest provider of affordable housing for low income families, persons with disabilities and seniors in the Austin area. HACA owns and operates 1,839 units of public housing in 18 developments throughout Austin. Development sites range from high rise apartments on Lady Bird Lake to small duplexes and homes in residential neighborhoods. HACA also manages a Housing Choice Voucher program that provides rental vouchers for more than 5,725 units of housing in Austin's private rental market. Housing choice vouchers are provided through HACA's regular voucher program and a variety of programs for special populations including homeless individuals and families, disabled individuals, veterans, and emancipating foster youth. HACA also implements a number of family self-sufficiency, workforce and youth educational success programs to help move families toward self-sufficiency and break the cycle of poverty.

In fall, 2015 HACA began the process of exploring the conversion of the first nine of its 18 public housing properties from Low-Income Public Housing (LIPH) to Project-Based Rental Assistance (PBRA) in a process called a Rental Assistance Demonstration (RAD) conversion.

Through RAD, HACA may convert all of its LIPH communities to PBRA. Under this model, HACA will become the owner of the units and the funds we receive from HUD will be more stable and predictable. HACA will retain full ownership of its 18 public housing properties. Moreover, HACA expects to continue long-term operations of 1,839 existing public housing units. RAD, however, is a mechanism and tool to modernize and upgrade our public housing properties for the benefit of our residents and to ensure that the properties remain a long-term community asset. The first phase of this modernization work commenced in the fall of 2016.

HACA is soliciting proposals from qualified, licensed and insured entities with multi-family property experience to provide Integrated Pest Management (IPM) services within defined categories or lots as detailed below. The purpose of this request for proposal is to obtain firm-fixed-price contracts for such services. Multiple contracts within each lot may be awarded to successful applicants. Contracts may be renewed annually, pending funding availability, for a period not to exceed five years.

B. Description of Services

1. Lot 1 – Integrated Pest Management (IPM) Program

A comprehensive program of interior pest control featuring an initial survey, followed by recommended, appropriate treatment plan(s) to address issues identified within the scope of standard services as defined in Section “IV.A.” below.

2. Lot 2 – Bed Bug Remediation (Non-Thermal)

Additional pest control measures as required to specifically target bedbug infestations identified by IPM monthly inspections or as reported by HACA residents or staff. Such measures must be consistent with HACA’s Pathways Asset Management – Bed Bug Policy and HUD guidelines (see attached Supplemental Materials)

3. Lot 3 – Bed Bug Remediation (Thermal)

Whole-unit heat treatments for bedbug remediation in severely infested units for which conventional treatment strategies have failed to eradicate the problem. Such measures must be consistent with HACA’s Pathways Asset Management – Bed Bug Policy and HUD guidelines (see attached Supplemental Materials)

4. Lot 4 – Other Extermination Services Provided “As Needed”

The Housing Authority desires to have an available catalog of pre-approved pricing for additional interior and exterior pest, wildlife or termite control services. This includes all other pest control measures which fall outside the scope previously defined in lots 1, 2 or 3.

C. Pre-Bid Conference

A pre-bid conference will be scheduled on Wednesday, March 15, 2019 at 10:00 a.m. at HACA’s Central Office at 1124 South IH-35. The contractor is strongly encouraged to take the opportunity to attend, although it is not mandatory.

D. Public Information Act

Unless otherwise identified as confidential, all information submitted to HACA as part of a bid proposal is public information and is available upon request under the Texas Public Information Act, Chapter 552 of the Government Code (the Public Information Act).

Any information which a vendor considers confidential (such as trade secrets or commercial or financial information) or does not wish to have disclosed must be clearly identified as such in the proposal.

If a vendor’s information designated as confidential is requested from HACA, the Agency shall notify the vendor of such request(s) so that the vendor may have the opportunity, under the Public Information Act, to present its arguments to the Texas

Attorney General, who shall make the final determination whether the information is excerpted from disclosure.

Unless some other exception applies, HACA will deem information not clearly identified as confidential to be considered non-confidential and subject to release under the Public Information Act.

E. HUD Mandates

1. HUD Act Section 3 Compliance

Work performed under any contract issued by HACA is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992. Section 3 requires that, to the greatest extent feasible, employment and other economic opportunities generated by HUD funds be directed to low-income residents, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-income persons. For additional information on Section 3 requirements and HACA’s Section 3 forms please refer to HACA’s Section 3 Plan which can be found on our website at: <http://hacanet.org/business/>.

2. Section 3 Preference

Where Invitation for Bids (sealed bids) are used, an award will be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid,

- a. Is within the maximum total contract price established in HACA’s budget for the specific project for which bids are being taken, and
- b. Is not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder, as follows:

If the lowest responsive bid is:		“X” will be the lesser of:	
At Least	Less Than	Percent of Bid	or maximum dollar amount
	100,000	5.00%	4,500.00
100,000	200,000	4.50%	8,000.00
200,000	300,000	4.00%	10,500.00
300,000	400,000	3.50%	12,000.00
400,000	500,000	3.00%	12,500.00
500,000	1,000,000	2.50%	20,000.00
1,000,000	2,000,000	2.00%	30,000.00
2,000,000	4,000,000	1.50%	40,000.00
4,000,000	7,000,000	1.00%	52,500.00
7,000,000		0.75%	No dollar limit

3. Contract Compliance

HUD has determined that contract work for extermination services is subject to the Service Contract Act (SCA) of 1965. HACA requires each bidder to certify and document that wages paid to employees performing work under contract will be in compliance with the SCA. This includes the requirement that such employees must not be paid at rates less than those determined by the U.S. Department of Labor. The attached Register of Wage Determination (Exhibit "G") details the rates current at the time of issue for this RFP. It is the responsibility of the contractor to be aware of and comply with SCA requirements and changes. Failure to comply may result in penalties, court costs, or wages due to employees for which the contractor is solely responsible.

F. TERM OF CONTRACT

Contracts issued under this RFP will be effective for a period of one year from the date signed by both parties. Contracts may be renewed annually, by mutual consent for a period of up to five years from the effective date. Furthermore, HACA reserves the right to amend the agreed upon amount(s) (increase/decrease) at any time during the ensuing contract period(s) should HACA determine that doing so is in its best interests.

G. COMPENSATION

The contractor must bill every month for services provided. The invoice must have a copy of completed and accepted treatments for all locations serviced. Payment shall be subject to verification that all work has been satisfactorily completed. Contractor should allow 30 days from the date invoices are submitted for payment. Bidders must submit representative samples of their invoices as part of their bid proposal documentation.

H. GENERAL REQUIREMENTS, ALL LOTS

1. Regardless of service type, at each visit, the PMP must sign each unit's "Apartment Entry Service Log" (see Exhibit "A") and also complete and leave a service ticket with property management staff detailing what was found and done in each unit and area. When needed or appropriate, the Contractor must also provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.
2. The contractor must perform the work between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. HACA will provide a list of observed holidays. The contractor must submit a schedule of treatment for all locations.
3. Contractor must furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, trapping, pesticide application, pest removal, and pest prevention components of these extermination programs. Any deviations from these programs must be approved by HACA management.

4. All pest control work must be in strict accordance with all applicable, Federal, State, and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
5. All service provider representatives working in or around the buildings specified in this contract must wear distinctive uniforms identifying the name of their employer.
6. Vehicles used by the Service Provider must be identified in accordance with State of Texas and local regulations.
7. Communication and accountability system:
The contractor must notify residents at least 48 hours prior to unit entry, sign unit entry service log and provide to property management a summary report of units visited, issues identified and treatments provided.
8. Call-back service:
Conduct follow-up inspection in response to resident or staff complaints. Routine call-back service must be furnished within one (1) workday after receipt of notification by the PHA. Call-back service required by the PHA due to contractor negligence will be at no charge.
9. The Contractor must be available for additional consultation, training, and technical support, as requested. Contractor must also be available for educational presentations to community resident meetings.
10. Pest Management Log:
The Contractor must be responsible for maintaining a complete and accurate Pest Management Log Book at each facility that is served under the contract. The Log Book must be updated at each visit by the Contractor. If the facility lacks a log book, the Contractor is responsible for providing one.
The Log Book must contain at minimum the following items:
 - a. A copy of the IPM plan and/or service schedule for the building.
 - b. A copy of each license, certification, or proof of insurance required.
 - c. A list of pesticides used, including copies of sample labels and safety data sheets (SDS). All pest control products must be registered by the U.S. EPA for residential use and must be applied according to the manufacturer's label instructions and in compliance with all applicable local, state and federal laws and regulations.
 - d. The location of all traps and bait stations on the premises, preferably in map format. HACA will provide property maps.
11. Quality Control Summary (bi-annually):
A report on the quality control program in place that quantitatively and qualitatively measures the successes and failures of the program. A report on the findings of quality control must include recommendations for improvement

including, but not be limited to the following: Brief narrative discussing the findings as they relate to an increase or new infestations by unit or apartment number, including recommendation for treatment or preventative measures; and discussion of any findings of deficiencies due to lack of access, inadequate or improper treatments, or recommendations of change to a more effective chemical.

III. **SCOPE OF WORK**

A. **LOT 1 – INTEGRATED PEST MANAGEMENT**

1. BACKGROUND

HACA properties are primarily residential in nature, and the Authority places the needs of the residents as the foremost priority. The contractor(s) must provide pest control services for administrative and residential buildings using Integrated Pest Management (IPM) principles and techniques as advocated by the U.S. Department of Housing and Urban Development. The goal of IPM as defined by the Environmental Protection Agency (EPA) is to control pests by the most economical long term means, and with the least possible hazard to people, property, and the environment. IPM is a long-term approach to pest control that seeks to minimize the use of chemicals through strategies such as educating and communicating with staff and residents; implementing barriers and blocking pest entryways; monitoring pest activity with traps to identify where pests are living and hiding; improving sanitation practices to eliminate food, water and shelter of pests; and as a last resort, applying the least toxic chemical pesticides necessary, minimizing risks to human health and non-target organisms. Integrated Pest Management requires that residents, property staff and pest management professionals work together.

2. TECHNICAL SPECIFICATIONS-STANDARD PESTS COVERED:

Using IPM Strategies, the contractor(s) must provide an interior unit environment free from roaches and other pests including, but not limited to:

- box elder bugs
- earwigs
- Indian meal moths
- Norway rats
- roof rats
- spiders
- centipedes
- firebrats
- mice
- pill bugs
- scorpions
- sow bugs
- crickets
- ground beetles
- millipedes
- roaches
- silverfish
- sugar ants

Lot 1 excludes the following pests, which are addressed in lots 2, 3 & 4:

- bedbugs
(see lots 2 & 3)
- exterior pests
(see lot 4)
- termites
(see lot 4)

Included pests identified during regular, periodic inspections must be treated according to the technical specifications outlined below. Excluded pests identified during regular, periodic inspections must be reported to the property manager for treatment as specified in lots 2, 3 or 4 below. Since multiple contracts may be

awarded, it is possible that pests excluded from the scope of lot 1 services may be treated by a different contractor as part of the services contracted under a different lot.

3. TECHNICAL SPECIFICATIONS-UNIT INSPECTIONS

The successful bidder must, within four weeks of contract effective date, conduct a detailed inspection of every unit and location listed in Exhibit "A" – List of Facilities. The contractor must provide a written report within five calendar days from completion of the inspection. The report must identify current infestations, short-term techniques for elimination of infestations and long term application methods to eliminate and control pests identified. The report will identify materials, tools, and application schedules to remove, reduce, and eradicate those pests.

4. TECHNICAL SPECIFICATIONS FOR ROUTINE, PERIODIC VISITS

- a. A visual inspection for bed bugs will be conducted by the IPM contractor during all visits.
- b. If a live bed bug infestation is discovered, the IPM contractor will notify site manager.
- c. The chemicals to be used by the contractor must be listed on the bid by brand name. The type of application must be indicated by (S) spray, (P) paste, gel, or powder, (B) baits, or (M) mechanical traps or glue boards. MSDS information must also be provided to each property manager.
- d. The contractor must treat all dwelling units, storage locations, offices, maintenance shops, trash rooms, community areas and mechanical rooms. The contractor must apply wall-to-wall interior applications, including detailed crack and crevice spray. The use of growth regulator inhibitors and quarterly changing of the chemical treatments is required, as recommended by industry standards of chemical use.
- e. The contractor must provide, distribute, and hang door knob type fliers notifying each resident of scheduled treatment for their unit. Residents must receive prior notice at least 48 hours before entry into their unit. The flier must specify the date of the treatment, and the fact that residents need to remove their dishes from storage areas. The flier must also state that if the resident fails to properly prepare for treatment the contractor may charge the resident for a return trip as described below.
- f. Contractor may charge a "trip charge" after the 2nd attempt for locked doors or resident refusals. Residents will receive a warning after the 1st refusal. Contractor must make every effort to treat each unit during periodic visit. The contractor must respond to call backs for re-treatment whenever contacted and within 48 hours of notification. When resident refuses treatment, contractor must request assistance from property staff before leaving the property.

- g. Contractor must sign the Apartment Entry & Service Log located in the interior cabinet door above or below the kitchen sink area. The service log must be filled out each time Contractor enters a unit. See Exhibit "D". They should note this under the WO# P.C. (pest control).
 - h. The contractor must place rodent control stations and tracking powder where rodents are prevalent. The manager of the affected site must be notified in writing and the locations will be checked weekly by the contractor. Non-living rodents must be removed by contractor when notified.
 - i. The contractor must provide HACA with proposed treatment schedules for routine scheduled treatments, required inspections, and specific days for each site for resident requested treatments.
 - j. The contractor must provide in writing to the site manager, at the conclusion of each visit, a list of units treated, appointments canceled, locked doors, or refusals. See Exhibit "C".
 - k. The contractor must report any unusual damage or circumstances observed during the time of treatment.
 - l. Contractor must post a "Notice of Pest Control Treatment" and "Consumer Information Sheet" at each site as required by the Texas Department of Agriculture. See Exhibit "B".
 - m. The site manager shall issue keys for scheduled applications. The contractor must contact the site Manager prior to treatment. The contractor must be liable for any re-keying costs associated with lost keys. The contractor must not duplicate pass or unit keys.
5. Description of IPM methods and products:
- a. Summarize nonchemical IPM methods proposed and choose pest management strategies that are:
 - 1) Least disruptive of natural controls
 - 2) Least hazardous to human health
 - 3) Least toxic to non-target organisms
 - 4) Least damaging to the environment
 - 5) Most likely to produce a permanent reduction of the pest population
 - 6) Easiest to carry out effectively
 - 7) Most cost-effective over the short and long-term
 - b. Control rodents inside buildings only with trapping devices or other methods approved by HACA.

- c. Check trapping devices on a schedule approved by the Contract Manager. The Contractor is responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.
- d. IPM principles recommend, using portable vacuums rather than pesticide sprays for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs.
- e. Bait formulations must be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.
- f. Apply all insecticides as “crack and crevice” treatments only, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process.
- g. Recommend structural or operational changes:
Identify pest-proofing activities or modification of staff operational methods or timing that would improve pest management efforts (e.g. caulking around pipes).
- h. Routine inspection:
Conduct regularly scheduled inspections for pests, set out or collect monitoring traps, and treat units for pests during regularly scheduled, routine visits and as needed. Trap monitors must be placed in all common areas and checked or during each routine service call. Schedule routine inspections so that the Contractor inspects each unit at every visit, using the same PMPs when possible.
- i. Education and training activities:
List recommended education and training activities for facility staff that would increase their support for IPM activities.

B. LOT 2: BEDBUG REMEDIATION (NON-THERMAL)

1. BACKGROUND

The Housing Authority of the City of Austin (HACA) follows a comprehensive plan of action as outlined in Exhibit “E”. When bedbugs are encountered at one of its communities, HACA follows this systematic plan to ensure that an infestation issue is quickly mitigated for the protection of other residents, family members, and guests in the community.

Because self-treatment poses potential dangers to residents and their family, we require that licensed pest management professionals be engaged to help respond and treat infested apartments. Because involving pest management professionals in the eradication plan is very difficult and costly, we require residents to cooperate fully in the treatment solution and policies relating to controlling bedbug infestations. Without full cooperation of the resident, this treatment program will

not be successful. Lack of resident cooperation may result in penalties up to and including termination of tenancy. HACA agrees to provide education to all residents during orientation and each resident will be asked to sign a Bed Bug Treatment Agreement report to management any bed bug infestation(s) and to “fully and properly participate in all eradication procedures”.

HACA is seeking one or more firm, fixed price contract(s) to provide an as-needed, per incident, program to address bedbug infestations identified during the course of routine inspection services or as reported by residents or staff. Such a program must include extermination and follow-up visits for identified infestations including inspection, monitoring and preventative measures in units above, below, beside and across-the hall. Each infested unit must be billed to HACA at contracted rates based on unit size; inspection, monitoring and preventative measures for nearby units not currently infested will not be billed. Subsequent infestations after the agreed upon monitoring period may be treated as a new infestation and billed accordingly.

2. TECHNICAL SPECIFICATIONS OF REGULARLY-SCHEDULED VISITS

- a. A visual inspection for bed bugs will be conducted by the IPM contractor during scheduled visits. Inspections will be according to a schedule agreed upon by HACA and the contractor, but should be at minimum, monthly.
- b. If a live bed bug infestation is discovered, the IPM contractor will notify site manager.
- c. Site manager will coordinate with Bedbug Treatment Contractor (if different) to schedule bedbug initial inspections and remediation as soon as possible.
- d. Bedbug Treatment Contractor will inspect neighboring units to identify the severity of infestation. The inspection should cover the “infested unit” plus the units above, below, across the hall, and to the left and right. This inspection should be conducted within one business day of initial infestation discovery.
- e. Bedbug Treatment Contractor will provide preparation measures and time of treatment to resident and property manager.
- f. Bedbug Treatment Contractor will follow-up treated unit during regularly-scheduled inspections after treatment, as necessary to effectively eradicate the infestation.
- g. Bedbug Treatment Contractor will keep and provide to HACA monthly reports including dates and locations where bed bugs were found and treated.
- h. Bedbug Treatment Contractor will provide periodic educational presentations to HACA staff and residents on how to avoid bed bug infestation.

C. LOT 3: BEDBUG REMEDIATION (THERMAL)

1. BACKGROUND

The Housing Authority seeks to have available contracted services for bedbug thermal remediation services as a part of its overall IPM strategy. Due to the expense, disruption and potential risks to property, whole-unit heat treatments must be reserved as an option for severely infested units which conventional treatment strategies have failed to remediate.

2. TECHNICAL SPECIFICATIONS

- a. Contractor must provide a copy of pre-treatment preparation instructions to residents, site management and site maintenance staff at least one week prior to treatment. Contractor must provide sample copies of such instructions as part of their bid packet. Contractor must notify the Housing Authority in writing of any changes to the instructions used prior to implementation.
- b. Vendor must provide specific details regarding total time required from set up to take down, maximum and minimum temperatures, total holding time at target temperature, and estimated cool-down time.
- c. Contractors must specify the processes and procedures used by their staff to reduce or prevent cross-contamination from infested units to adjacent areas.
- d. Contractor must provide documentation that all technicians working on-site are thoroughly trained in the use of the thermal remediation equipment. At least one of these technicians must be a licensed pest management professional certified to perform the heat remediation service.
- e. All pest management applicators must be properly trained and certified to work in these high temperature environments.
- f. Vendor must describe what (if any) measures must be taken to protect unit fixtures such as overhead fire sprinkler systems, toilet wax rings, etc. from heat damage. If no such measures are provided, HACA will require advance notice in order to contract preventative measures from a fire-safety vendor. Any associated costs will be factored into considerations of cost effectiveness; thus a vendor with adequate preventative/protective measures will be considered more competitive than a lower bid without such measures.
- g. Contractor must describe any steps used to collect and dispose of active bedbugs during heat treatment process.
- h. Contractor must describe methodology for monitoring temperatures within the unit during treatment.
- i. Contractor must describe methodology used to insure even heating of large or heavy furniture pieces (mattresses, box springs, sofas, cushions, chairs, etc.)

- j. Contractor must specify type of heating units to be used (propane, natural gas, electric, etc.)
- k. Due to the substantial power requirements of heating equipment, contractor must provide its own fuel or power source(s) to adequately power the heating units. Contractor may only use building or resident electrical power for incidental consumption such as charging laptops, cellphones or other low-draw devices such as monitoring equipment.
- l. Contractor must specify the number and frequency of follow-up inspections after treatment.
- m. Contractor must specify the duration and terms of any guarantee(s) provided after services are completed.
- n. Bidders must demonstrate competence in all aspects of bed bug thermal remediation including the ability to coordinate, control and report properly.
- o. At least one day prior to the Heat Treatment, Contractor must visit the site to work out the logistics of properly performing the treatment including:
 - Parking for trailer and treatment vehicles.
 - Inspection of problem unit to determine if unit is ready for treatment.
 - Inspection of all adjacent units and common areas to determine if bed bug activity has spread from the problem unit and to speak to residents of adjacent units about the pending follow up visits.
 - Becoming familiar with the space and the particular items that may affect the process including vents, doors, windows, sprinkler heads and heat sensors.
 - Determine how and where heat equipment will be used during the treatment.

D. LOT 4 – Other Extermination Services Provided “As Needed”

1. BACKGROUND

It is possible that HACA may have the need of additional services that have not been detailed above. This includes inspection and extermination services for vacant units as part of each site’s make-ready process. Such work shall be calculated through mutual negotiation, using the information submitted by the contractor, including the proposed fees submitted by the contractor.

2. TECHNICAL SPECIFICATIONS

- a. Non-standard extermination services; removal of pests not listed within the scope of lots 1, 2, or 3, including but not limited to:

- bee hive removal
- ground squirrels
- mosquitos
- skunks
- yellow jackets
- crickets
- grounded bats
- opossums
- snakes
- termites
- gophers
- hornets
- raccoons
- wasps

- b. Annual termite inspections with written report

- c. Termite treatment (price per linear foot)

- d. Unit turnover service:

Conduct intensive inspection and necessary treatment as requested by the PHA when units are prepared for occupancy. Typically, these units will be existing units changing residents. They may also be new units added to the scope of the contract. A unit is treated at unit turnover only if evidence of pest infestation is found.

- e. Special services

Are those that require special skills, training, or licensing, and may utilize subcontractors for whose work the Contractor must be accountable. The contractor should list pests or situations for which a subcontractor will be hired.

- f. Emergency services

Urgent pest problems that must be addressed as soon as is practical. They are not “call backs” resulting from other routine services provided under the contract. Except for holidays or other “shut down” periods, the Contractor is expected to address emergency problems within 24 hours of the service call. The Contractor may charge the “emergency rate” for these services but must notify the requesting department that the emergency rate applies before performing the service. In the event that such services cannot be completed within the above-stipulated time frame, the Contractor must immediately notify the PHA representative and indicate an anticipated completion date.

IV. SELECTION CRITERIA

A. BIDDER QUALIFICATIONS

The following are minimum qualifications and licensing requirements that the vendor must meet in order to be eligible to submit a RFP response. Responses must clearly show compliance to these minimum qualifications. Those that are not clearly responsive to these minimum qualifications shall be rejected by HACA without further consideration.

1. Contractor must have at least five years of continuous experience implementing Integrated Pest Management services as their primary business.
2. Contractor must have successfully performed one or more contracts with combined experience of at least three years at multi-family properties with over 33 units and high rises with 5 or more floors.
3. Contractor must be licensed with the State of Texas Agriculture Department. Bid proposals must include documentation of such licensing for his/her business and staff.
4. Certifications: The contractor must provide the following:
 - a. Certificate of Contractor General Liability Insurance, with the HACA named as an additional insured.
 - b. Certificate of Workers' Compensation Insurance.
 - c. A copy of the pesticide applicators' license(s).
 - d. Listing of any violations of state pesticide regulations or pest management regulations within the past three years.
 - e. A short description of in-house training program for firm employees.
 - f. Description of in-house health & safety program.
5. Commitments: The contractor must commit to providing qualified, professional pest management personnel who:
 - a. Understand current practices in this field and have experience providing pest control services in a residential environment.
 - b. Conduct themselves in a professional manner, with minimal noise and disruption.
 - c. Cooperate with the building occupants to assure the progress of this work.
 - d. Have good communication skills and will speak with residents who are present during a visit. It is expected that the PMPs will make an effort to obtain pest sighting information from residents and educate them on IPM techniques.
 - e. Maintain certification as a Commercial Pesticide Applicators in the category of residential and institutional pest control services.

- f. Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used.
- g. Use only contractor vehicles identified in accordance with state and local regulations.
- h. Observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.
- i. Will comply with all government regulations as are applicable during the time spent on government property.
- j. Take all necessary precautions to ensure tenant and employee safety. and all necessary steps to ensure the containment of the pesticide to the site of application.

B. EVALUATION CRITERIA

The award of the contract for integrated pest management services will be made to the responsible provider(s) whose proposal is determined to be the most advantageous to HACA, taking into consideration the relative importance of specified criteria. HACA reserves the right to reject any or all proposals. Award is contingent upon available funding. HACA intends to award one or more contracts to the responsible contractor(s) based on the following evaluation criteria:

- | | |
|---|-------------------|
| 1. Demonstrated capability to provide the services requested in the proposal | (up to 30 points) |
| 2. Documented past experience and performance | (up to 15 points) |
| 3. Cost effectiveness | (up to 20 points) |
| 4. Staff qualifications and experience | (up to 15 points) |
| 5. Minority/Woman-Owned Business Enterprise (MWBE) | (up to 10 points) |
| 6. Participation in or certification by any or all of the following: GreenPro, GreenShield, EcoWise | (up to 10 points) |

Maximum 100 Points

C. EXTRA POINTS

- | | |
|--|-----------|
| 7. Qualified and Documented Section 3 Contractor
(See Section II.E.2 above) | +5 points |
|--|-----------|

Maximum 105 Points

EXHIBIT "A"
HOUSING AUTHORITY OF THE CITY OF AUSTIN
SCHEDULE OF PROPERTIES
(AS OF MARCH 2019)

RESIDENTIAL PROPERTIES

DEVELOPMENT NAME	ADDRESS	OCCUPANCY	YEAR BUILT	# OF BLDGS	# OF UNITS	0 BR UNITS	1 BR UNITS	2 BR UNITS	3 BR UNITS	4 BR UNITS	5 BR UNITS	SQ. FT. UNITS	TOTAL* SQ. FT.	levels	CONSTRUCTION TYPE
Booker T. Washington	905 Bedford	Family	1953	72	216	-	15	60	103	33	5	213,050	227,500	1, 2	Frame w/brick
Bouldin Oaks	1203 Cumberland Rd.	Family	1972	73	144	-	54	58	22	10	-	108,975	120,680	1	Frame w/brick
Chalmers Court	1801 E. 4 th St.	Family	1940	31	158	-	82	48	18	10	-	110,950	111,180	1, 2	Masonry
Coronado Hills/Scattered Sites	1438 Coronado Hills Dr.	Family	1940	25	48	-	12	32	4	-	-	34,800	37,372	1	Frame w/brick
Gaston Place	1941 Gaston	Elderly	1978	2	100	-	96	4	-	-	-	51,100	58,800	3	3 story stucco/frame/brick
Georgian Manor	110 Bolles Circle	Family	1973	39	94	-	38	38	14	4	-	68,350	70,690	2	Frame w/brick
Lakeside Apartments	85 Trinity	Elderly	1967	1	164	48	92	23	1	-	-	84,025	94,364	12	12 story masonry
Manchaca II Apartments	6113 Buffalo Pass	Family	1979	17	33	-	12	13	7	1	-	24,550	24,692	1	Frame w/brick
Manchaca Village Apts	3628 Manchaca Road	Family	1979	18	33	-	12	12	6	2	1	25,725	26,570	1	Frame w/brick
Meadowbrook Homes	1201 W. Live Oak St.	Family	1952	27	160	-	-	101	37	19	3	148,425	155,035	2	Frame w/brick
North Loop apartments	2300 W. Northloop	Elderly	1975	1	130	-	126	4	-	-	-	66,375	98,810	5	5 story masonry
Northgate Apartments	9120 Northgate Blvd.	Family	1979	28	50	-	20	18	8	3	1	37,850	41,560	1, 2	Frame w/brick
Rosewood Courts	2001 Rosewood	Family	1939	25	123	8	47	49	13	6	-	88,025	93,220	1, 2	Frame w/brick
Salina Apartments	1143 Salina	Elderly	1939	5	32	16	16	-	-	-	-	14,400	14,900	2	Masonry
Santa Rita	2341 Corta	Family	1939	27	97	-	17	32	36	-	-	87,100	100,239	1, 2	Masonry
Shadowbend Ridge Apts.	6328 Shadowbend	Family	1979	27	50	-	18	20	8	3	1	37,925	48,756	1, 2	Frame w/brick
Thurmond Heights	8426 Goldfinch Court	Family	1973	74	144	-	54	58	22	10	-	108,700	136,700	1, 2	Frame w/brick

COMMERCIAL PROPERTIES

DEVELOPMENT NAME	ADDRESS	OCCUPANCY	TOTAL* SQ. FT.	LEVELS	NOTES
HACA Central Offices	1124 South IH-35	Commercial	113,373	3	
Rental Property	1100 South IH 35	Commercial	4,000	1	
Rental Property	1503 South IH 35	Commercial	2,198	1	
Rental Property	1507 South IH 35	Commercial	9,547	1	
Eastland Plaza	1144 Airport	Shopping Center	-	-	Exterior rodent control; perimeter only
Rental Property	205 Chicon	Commercial	4,700	1	

EXHIBIT C (cont.)

SINGLE FAMILY UNITS	PROPERTY ADDRESS	YEAR BUILT		# OF BDRMS	SQ.FT.			CONSTRUCTION TYPE
SCATTERED SITES	7021 Hillcroft Dr	1985		3	1,024			Frame
	7012 Hillcroft Dr.	1984		3	1,029			Frame
	6701 Shannon Dr	1985		3	1,025			Frame
	6713 Shannon Dr.	1986		3	1,018			Frame
	6805 Shannon Dr.	1986		3	1,009			Frame
	5912 Green Acres	1984		3	1,232			Frame
	6515 Starstreak	1976		3	1,239			Frame
	6104 Waycross Dr.	1971		3	925			Frame
	7104 Shannon Dr.	1986		4	1,509			Frame
	12405 Turtleback Ln	1983		3	1,545			Frame
	13004 Garfield Ln	1985		4	1,460			Frame
	12902 Lazyfield	1984		3	1,206			Frame
	5604 Shreveport	1985		3	1,389			Frame
	5506 Shreveport	1985		3	1,402			Frame
	12817 Magnolia Mound	1984		3	1,328			Frame
	12915 Garfield Ln	1985		4	1,460			Frame
	5916 Richard Carlton	1984		2	905			Frame
	12906 Odie Ln	1985		3	1,346			Frame
	12821 Meehan	1985		3	1,153			Frame
	12721 Magnolia Mound	1984		2	1,046			Frame
	12815 Magnolia Mound	1984		3	1,297			Frame
	5919 Green Acres	1984		2	1,089			Frame

NOTICE OF PEST CONTROL TREATMENT

Date(s) of planned Treatment _____

Re-entry (if applicable) _____

Extenuating Circumstances may require unplanned treatment. To confirm treatment date, please call the contact listed below.

For more information call or contact:

National Pesticide Information Center

1-800-858-7378

A consumer Information Sheet may be obtained from the management.

Pest Control applicators are licensed by the Texas Department of Agriculture, Structural Pest Control Service, P.O. Box 12847, Austin, Texas 78711-2847, (512) 305-8250.

Exhibit "B"

CONSUMER INFORMATION SHEET

The structural pest control industry is regulated by the Texas Department of Agriculture (TDA), Structural Pest Control Service (SPCS). PO Box 12847, Austin, TX 78711-2847. TDA licenses the businesses, certified applicators and technicians who perform structural pest control work. Certified applicators and technicians must pass a written examination in order to receive their licenses.

Pesticides must be registered with the United States Environmental Protection Agency (EPA) and TDA before they may be used in Texas. EPA registration is not a finding of product safety. Pesticides are designed to kill or control pests. Your risk of harm depends upon the degree of your exposure and your individual susceptibility.

Specific health and safety information varies between pesticides and types of exposures and is available on the label information or MSDS sheet, which can be supplied to you upon request from the licensed applicator. Take precautions when a treatment has been performed to avoid exposure to vulnerable individuals. Pesticide may be harmful if swallowed, inhaled, or absorbed through the skin. Avoid breathing dust or spray mist and any unnecessary contact with treated surfaces. If you desire specific information on precautions, refer to the pesticide label. The law requires that the application procedures specified on the label be followed.

If you have questions about the application, contact the business or person making the application. If you suspect a violation of the law regarding structural pest control, contact the SPCS. In case of a health emergency, seek immediate medical attention.

Pest Control signs must be posted prior to treatment in many instances. The signs should be posted in an area of common access at least 48 hours prior to treatment. The information sign will allow you to contact someone who can tell you what pesticide is being used.

If you are contracting for pest control services due to a home solicitation, you have the right to cancel the contract within 72 hours. You may exercise this right by notifying the pest control company that you do not wish to receive their service.

For general information on pesticides, contact the National Pesticide Information Center 1-800-858-7378

For information concerning structural pest control laws, contact the Structural Pest Control Service at (512) 305-8250 or 866-918-4481.

For information concerning the formulation and registration of pesticide, contact the TDA pesticide registration at (512) 463-7476 or 800-835-5832

For non-emergency health information relating to pesticides, contact Texas Department of State health Services (512) 458-7111.

REDUCED IMPACT SERVICE

In order to minimize the reliance on pesticides and reduce pest populations, a Reduced Impact Pest Control operator may recommend that you consider the sanitation or physical alteration of your work place or residence. It is your responsibility to follow those recommendations. Your pest control operator may or may not offer these services upon request. A proper inspection will provide the information necessary for you to choose the method of pest control which best suit you situation. Many pest problems can be solved without using pesticides. This Reduced Impact Service will include an inspection report and treatment recommendation. You should review these and keep a copy for your record. Your cooperation in following the recommendations made by your service provider is essential to a reduced impact service program.

Pesticides may be used in a responsible and professional manner in a reduced impact pest control service. If you do not want a specific pesticide used or any pesticides used at all, you must note this in writing on the contract prior to the initiation of the service. If any specific pesticide or class of pesticides are not excluded, it may be used by the provider.

REQUIRED BY THE TDA STRUCTURAL PES CONTROL SERVICE

Exhibit "E"

Pathways Asset Management – Bed Bug Policy

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Pathways Asset Management – Bed Bug Policy

BACKGROUND

Bed bugs are a pandemic, not just in the United States, but around the world. Bed bug infestations can spread quickly and must be treated aggressively. Following a systematic plan will ensure that an infestation issue is mitigated quickly and will protect other residents, family members, and guests in the community. Because of this increased concern about bed bugs, and in response to HUD guidance, the owner/agent has established additional guidelines for residents.

Because self-treatment poses potential dangers to residents and their family, the owner/agent requires that a licensed pest management professional be engaged to help respond and treat infested apartments. Without full cooperation of the resident, this treatment program will not be successful. Because involving a pest management professional in the eradication plan is very difficult and costly, the owner/agent requires residents to cooperate fully in the treatment solution and policies relating to controlling bed bug infestations.

Integrated pest management requires that the resident, owner/agent and pest management professional work together. Lack of resident cooperation may result in termination of tenancy.

PREVENTION

Here are a few simple precautions from the EPA that can help prevent bed bug infestation:

- Check secondhand furniture, beds, and couches for any signs of bed bug infestation before bringing them home.
- Use a protective cover that encases mattresses and box springs to eliminate many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high quality encasement that will resist tearing and check the encasements regularly for holes.
- Decrease clutter to reduce hiding places for bed bugs.

IDENTIFYING BED BUGS

The Environmental Protection Agency (EPA) provides the following guidelines on identifying bed bugs:

- Bites on the skin are a poor indicator of a bed bug infestation. Bed bug bites can look like bites from other insects (such as mosquitoes or spiders), rashes (such as eczema or fungal infections), or even hives. Some people do not react to bed bug bites at all.
- A far more accurate way to identify a possible infestation is to look for physical signs of bed bugs. When cleaning, changing bedding, or staying away from home, look for:
 - Dark spots which are bed bug excrement and may bleed on the fabric like a marker would;
 - Eggs and eggshells, which are tiny (about 1mm) and white;
 - Skins that nymphs shed as they grow larger;
 - Live bed bugs; and/or
 - Rusty or reddish stains on bed sheets or mattresses caused by bed bugs.

MOVE-IN INSPECTION

At the time of move-in, the resident agrees to certify that either:

- He/She has inspected the dwelling unit prior to move-in and did not observe any evidence of bed bugs or bed bug infestation in the unit; OR
- He/She inspected the unit within 72 hours after move-in and notified the owner/agent of any evidence of bed bugs or bed bug infestation.



Pathways Asset Management – Bed Bug Policy

If the presence of bed bugs is discovered, a professional extermination company will be hired to investigate the source and to begin the eradication process.

RESIDENT RESPONSIBILITIES

Resident hereby agrees to prevent and control possible bed bug infestation in the dwelling unit by adhering to the following list of responsibilities for the duration of tenancy:

- **Personal Inspection:** Check for hitch-hiking bed bugs. After staying in a hotel or another home, inspect your clothing, luggage, shoes, and personal belongings for signs of bed bugs before re-entering the unit. Check backpacks, shoes, and clothing after using public transportation or visiting theaters or other locations where you may be in contact with bed bugs. After guests visit the unit, inspect beds, bedding, and upholstered furniture for signs of bedbugs.
- **Housekeeping:** Resident will properly maintain sanitation upkeep, clutter reduction, and trash removal from the unit.
- **Used Furniture:** Residents are discouraged from bringing used furniture in to the unit. However, if a resident chooses to bring used furniture in to the unit, the resident must be aware of the risk of bed bug infestation.
- **Duty to Report:** If any resident suspects the presence of bed bugs, the resident should contact the property staff and maintenance will come to the unit to investigate. Do not bring suspected bed bugs to the maintenance office or to the management office.
- **Access for Inspection:** Resident agrees to allow owner/agent and its pest control agents access to the dwelling unit at reasonable times to inspect for and/or treat bed bugs.
- **Treatment Cooperation:** Resident agrees to fully and properly participate in all eradication procedures including properly preparing the unit based on guidance provided by the owner/agent. Once treatment is complete, resident agrees to inform the Manager.
- **Bed Bug Treatment:** Resident agrees to execute a Bed Bug Treatment Agreement prior to treatment. In addition, Resident agrees to comply with the following recommendations for treatment:
 - Place all bedding, drapes, curtains, and small rugs in plastic bags for transport to laundry or dry cleaners.
 - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly- inform management of need for removal and disposal. Empty your dressers, night stands, and closets. Remove all items from floors and bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable items separately from non-washable items. Plastic bags with infested items for disposal, must be sealed, labeled as infested with bed bugs, and disposed of properly in trash dumpsters away from the unit.
 - Wash all machine-washable bedding, drapes, and clothing, etc. on the hottest water temperature and dry on the highest heat setting. Items that cannot be washed must be taken to a dry cleaner who must be informed of the issue. You must safely discard all items that cannot be decontaminated.
 - Vacuum all floors, including the inside of closets. Vacuum all furniture including inside drawers and nightstands, mattresses, and box springs. Carefully remove vacuum bags, sealing them tightly in plastic and discarding of properly. Use a brush attachment to dislodge eggs.
 - Move furniture toward the center of the room so that the pest control professional can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Items must be removed from the closets to allow for treatment.



Pathways Asset Management – Bed Bug Policy

- **Replacement Cost:** If any items must be discarded or professionally cleaned, the resident agrees to pay replacement and cleaning costs.

OWNER/AGENT RESPONSIBILITIES

The owner/agent hereby agrees to prevent and control possible bed bug infestation by adhering to the following list of responsibilities:

- The owner/agent will contract with a local pest control company to professionally address any bed bug infestations.
- As part of the process to prepare a unit for a new family, the owner/agent will inspect the unit and will certify the unit as bed-bug free before a new family moves in.
- If the presence of bed bugs is confirmed, the owner/agent will explain the requirements to eradicate the bed bugs and will work with the resident to schedule eradication.
- As long as resident notifies the property staff in a timely manner and as long as residents fully and properly participate in all eradication procedures, the owner/agent will pay for the cost of treatment.

CONSEQUENCES FOR RESIDENT FAILURE TO COMPLY

Although the Resident will not be charged the actual cost of bed bug treatment, failure to properly prepare for bed bug treatment without good cause may result in the following:

- Resident being charged for assessed trip fees;
- Resident being issued a lease violation notice;
- Household being placed on probation; or
- Once on probation, repeated failure to notify the owner/agent and failure to fully and properly participate in the eradication process is grounds for immediate termination of tenancy.
- If the resident fails to notify the owner/agent of an infestation or if the resident fails to fully and properly participate in the eradication process, the resident will be charged for all costs associated with infestation of the unit and other areas. These charges will be considered damage in accordance with HUD notice.
- If a licensed exterminator determines that repeated infestations are caused by the resident, resident's guest or service providers hired by the resident, cost of eradication for bed bugs present as a result of the resident's, resident's guests' or resident's service provider's actions will be considered damage and will be charged to the resident. This includes damage to other units and to common areas.

If Resident and/or Household Members are unable to move heavy items such as furniture, place mattresses in sealed plastic, or otherwise prepare the unit for treatment because of a disability, Resident should notify the owner/agent when treatment is scheduled and the owner/agent will provide assistance upon request at no cost. See the Reasonable Accommodation Policy for information on how to request an accommodation.

In the event of any adverse action taken by the owner/agent under this policy, the resident will be notified of the right to dispute the action in accordance with the Grievance Policy.

PROPERTY INSURANCE

The Resident will not be reimbursed the cost of any additional expense to the household, such as purchase of new furniture, clothing, or cleaning services, as a result of an infestation of bed bugs. Resident is strongly encouraged to obtain personal property insurance to cover such losses.



Pathways Asset Management – Bed Bug Policy

The Housing Authority of the City of Austin does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

The position named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504.

Position: Vice President of Housing & Community Development
Address: 1124 S IH 35
Austin, TX 78704
Telephone: (512) 477-4488
Telephone – TTY: 1-800-735-2989 Or 711





Housing Authority of the City of Austin

PEST CONTROL NOTICE FOR BED BUGS

NAME:

DATE:

Partial cleaning will not help get rid of the bed bugs, cleaning is your responsibility. Bedbugs will come back if your habits have not changed. Additional charges may be applied if a tenant refuses service to entire unit or fails to prepare

How to prepare for the bed bug treatment?

- Thoroughly clean the infested rooms in the residence. Scrub infested surfaces with a stiff brush to remove eggs, and use a strong vacuum to remove bed bugs from cracks and crevices.
- **Strip your beds:** Remove all sheets, blankets, mattress covers, pillowcases, etc. from your beds and wash and dry them in as hot a temperature as possible. If you do not want to wash them, put them in the dryer for at least 20 minutes on as high a temperature as possible. Put bedding in a plastic bag right away upon stripping them from your bed and put them directly into the washer or dryer. If you do not bag them right away, you risk spreading the bed bugs
- **Furniture in living room:** need to be free of any clothing and coverings and floors need to be free of any and all clutter.
- Empty closets, bedside tables and dresser drawers for inspection and treatment placing items in plastic bags and seal it closed, if short on space. You can place bags in bathtub to reduce clutter in room.
- Make room perimeter accessible for inspection and treatment by moving items away from the wall about 1ft, but not too close together that the technician cannot treat the items in the middle of the room.
- Again remove loose clothing and any toys off the floor before treatment is to begin.

What should I do after the treatment has been made?

- Avoid entering room/s until dry.
- Avoid bringing clothing, furniture, mattresses, box springs and bed frames home that was thrown out by others.
- Inspect and vacuum-clean luggage when returning from trips.
- Electronic equipment that is suspected of being infested can be placed in doubled garbage bags with moth balls/flakes.

Management Signature & Date

Tenant Signature & Date

Exhibit "G"



U.S. Department of Housing and Urban Development
San Antonio Field Office
Office of Davis Bacon and Labor Standards
615 E. Houston Street, Suite 347
San Antonio, Texas 78205-3625
Ph – 210-475-6818 Fax – 210-472-6804
www.hud.gov www.espanol.hud.gov

March 8, 2019

Mike Gerber, Executive Director
Austin Housing Authority
1124 S. IH35
Austin, TX 78704

RECEIVED MAR 13 2019

Dear Mr. Gerber:

Subject: Maintenance Wage Rate Determination-Fiscal Year 2019

Enclosed is Form HUD-52158, Maintenance Wage Rate Determination, which lists the schedule of prevailing maintenance wage rates for maintenance workers employed by the Housing Authority or by maintenance contractor(s) in the operation of Housing Authority developments. This schedule has been established pursuant to Section 12(a) of the United States Housing Act of 1937, as amended, and is effective for a two-year period beginning on the date shown.

The Housing Authority and its contractors must pay to maintenance workers no less than the wage rate(s) indicated for the type of work they perform. The current Form HUD-52158 must be posted at an appropriate site(s) readily accessible to all maintenance employees.

The Housing Authority must maintain appropriate records (payrolls, work orders, job descriptions, training program materials and apprentice/trainee registrations, and any other data related to the employment and utilization of maintenance laborers and mechanics) which must be preserved for no less than three years, or until resolution of any dispute. Employers under contract to the Housing Authority to provide maintenance work must submit to the Housing Authority their original employment records as described above.


Housing Authorities not satisfied with this determination may still submit documentation to this office in accordance with the new policies and procedures previously provided to you. If you have any questions, please contact me at 210-475-6818.

Sincerely,

A handwritten signature in black ink that reads "Karen R. Clark".

Karen. R. Clark
Labor Relations Specialist

Enclosure (1)

Maintenance Wage Rate Determination	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (12/2015)
Agency Name: Austin Housing Authority	LR 2000 Agency ID No: TX007A	Wage Decision Type: [X] Routine Maintenance [] Nonroutine Maintenance
	Effective Date: 4/1/2019	Expiration Date: 3/31/2021
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p>		
 Karen R. Clark, Labor Relations Specialist		Date 2/20/19
HUD Labor Relations (Name, Title, Signature)		
WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Maintenance Mechanic A	\$11.93	
Lead Mechanic A	\$16.00	
District Lead Mechanic	\$19.12	
Master Plumber	\$31.14	
Truck Driver/Fleet Mechanic	\$14.27	
		[] The agency employee benefit program has been determined by HUD to be acceptable for (HUD Labor Relations: If applicable, check box and initial below.) _____ LR Staff Initial
		FOR HUD USE ONLY LR2000: Log in: log out: OMW9970

HOUSING AUTHORITY
 OF THE CITY OF AUSTIN
 Purchasing Department
 1124 South IH-35
 Austin, TX 78704

PROJECT # HACA-19-P-0230 -- Lot 1
 INTEGRATED PEST
 MANAGEMENT SERVICES

**BID PROPOSAL
 LOT 1**

Having carefully examined the bid packet for the above referenced Project, for the Owner, the Housing Authority of the City of Austin, as well as the premises and conditions affecting this work and all other contract documents, I propose to furnish all labor, equipment, and materials necessary to complete the work as follows:

Note: Amounts shown shall be shown as both figure and written forms. In case of discrepancy between the written amount and the figure, the written amount will govern.

Example: \$123.45 per MONTH (One Hundred Twenty-Three Dollars and Forty-Five Cents per MONTH)

Commercial Properties

	Address	Sq. Feet	Rate Per Treatment
HACA	Administration Building -- Main 1124 South IH-35 Austin TX, 78704	113,373	\$ _____
HACA	1100 South IH-35 Austin TX, 78704	4,000	\$ _____
HACA	205 Chicon Street Austin TX, 78702	4,700	\$ _____
HACA	1507 South IH-35 Austin TX, 78741	9,547	\$ _____
HACA	1503 South IH-35 Austin TX, 78741	2,198	\$ _____

Residential Properties

	Address	Units	Rate Per Treatment
AMP-01	Chalmers Courts 1801 East 4th Street Austin TX, 78702	158	\$ _____
AMP-02	Rosewood Courts 2001 Rosewood/Yale Street Austin TX, 78702	123	\$ _____
AMP-03	Santa Rita Courts 2341 Corta Street Austin TX, 78702	97	\$ _____
AMP-04	Meadowbrook Apartments & Mainspring Daycare Austin TX, 78704	160	\$ _____
AMP-05/06	Booker T. Washington 905 Bedford Austin TX, 78702	216	\$ _____
AMP-07	Lakeside Apartments 85 Trinity Street Austin TX, 78704	164	\$ _____

Residential Properties

	Address	Units	Rate Per Treatment
AMP-08	Salina Apartments 1143 Salina Austin TX, 78702	32	\$ _____
AMP-09	Gaston Place 1941 Gaston Place Austin TX, 78723	100	\$ _____
AMP-10	Bouldin Oaks 1203 Cumberland Austin TX, 78704	144	\$ _____
AMP-11	Thurmond Heights 8426 Goldfinch Austin TX, 78758	144	\$ _____
AMP-12	Georgian Manor 110 Boles Austin TX, 78753	94	\$ _____
AMP-15	Northloop Apartments 2300 West Northloop Austin TX, 78756	50	\$ _____
AMP-16	Northgate Apartments 9120 North Gate Blvd Austin TX, 78758	50	\$ _____
AMP-17	Shadowbend Ridge 6328 Shadowbend Austin TX, 78745	50	\$ _____
AMP-18	Manchaca II 6328 Buffalo Pass Austin TX, 78745	33	\$ _____
AMP-19	Manchaca Village 3628 Manchaca Austin TX, 78704	33	\$ _____
AMP-22	Coronado Hills 1438 Coronado Austin TX, 78752	48	\$ _____
	"Scattered Sites" (See Exhibit A, page 2)		\$ _____

Bidder acknowledges receipt of the following addenda:

Number _____
 Number _____
 Number _____

Respectfully Submitted of:

Company Name: _____

Address: _____

By: _____ Title: _____

Telephone: _____ Fax: _____

HOUSING AUTHORITY
OF THE CITY OF AUSTIN
Purchasing Department
1124 South IH-35
Austin, TX 78704

PROJECT # HACA-19-P-0230 -- Lot 2
BED BUG REMEDIATION
(NON-THERMAL)

**BID PROPOSAL
LOT 2**

Having carefully examined the bid packet for the above referenced Project, for the Owner, the Housing Authority of the City of Austin, as well as the premises and conditions affecting this work and all other contract documents, I propose to furnish all labor, equipment, and materials necessary to complete the work as follows:

Note: Amounts shown shall be shown as both figure and written forms. In case of discrepancy between the
Example: \$123.45 per MONTH (One Hundred Twenty-Three Dollars and Forty-Five Cents per MONTH)

Bed Bug Treatment	Per Incident
0 Bedroom	\$ _____
1 Bedroom	\$ _____
2 Bedroom	\$ _____
3 Bedroom	\$ _____
4 Bedroom	\$ _____
5 Bedroom	\$ _____

Bidder acknowledges receipt of the following addenda:

Number _____
Number _____
Number _____

Respectfully Submitted of:

Company Name: _____
Address: _____
By: _____ Title: _____
Telephone: _____ Fax: _____

HOUSING AUTHORITY
OF THE CITY OF AUSTIN
Purchasing Department
1124 South IH-35
Austin, TX 78704

PROJECT # HACA-19-P-0230 -- Lot 3
BED BUG REMEDIATION
(THERMAL)

**BID PROPOSAL
LOT 3**

Having carefully examined the bid packet for the above referenced Project, for the Owner, the Housing Authority of the City of Austin, as well as the premises and conditions affecting this work and all other contract documents, I propose to furnish all labor, equipment, and materials necessary to complete the work as follows:

Note: Amounts shown shall be shown as both figure and written forms. In case of discrepancy between the
Example: \$123.45 per MONTH (One Hundred Twenty-Three Dollars and Forty-Five Cents per MONTH)

Bed Bug Treatment	Per Incident
0 Bedroom	\$ _____
1 Bedroom	\$ _____
2 Bedroom	\$ _____
3 Bedroom	\$ _____
4 Bedroom	\$ _____
5 Bedroom	\$ _____

Bidder acknowledges receipt of the following addenda:

Number _____
Number _____
Number _____

Respectfully Submitted of:

Company Name: _____
Address: _____
By: _____ Title: _____
Telephone: _____ Fax: _____

HOUSING AUTHORITY
 OF THE CITY OF AUSTIN
 Purchasing Department
 1124 South IH-35
 Austin, TX 78704

PROJECT # HACA-19-P-0230 -- Lot 4
 OTHER EXTERMINATION SERVICES
 PROVIDED "AS NEEDED"

**BID PROPOSAL
 LOT 4**

Having carefully examined the bid packet for the above referenced Project, for the Owner, the Housing Authority of the City of Austin, as well as the premises and conditions affecting this work and all other contract documents, I propose to furnish all labor, equipment, and materials necessary to complete the work as follows:

Note: Amounts shown shall be shown as both figure and written forms. In case of discrepancy between the written amount and the figure, the written amount will govern.

Example: \$123.45 per MONTH (One Hundred Twenty-Three Dollars and Forty-Five Cents per MONTH)

Additional Services

Rate Per Treatment

Flea treatment service call (Interior)	\$ _____
Wasp/yellow jacket Treatment (Exterior)	\$ _____
Bee Hive Removal	\$ _____

Exterior Rodent Control; Perimeter Only

HACA	Eastland Plaza 1144 South Airport Austin TX, 78702	\$ _____
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Termite Treatment - All Properties

Address	Sq. Feet	Rate Per Linear Foot
See Below	Varies	\$ _____

Termite Inspection - Commercial Properties

Address	Sq. Feet	Rate Per Inspection
HACA Administration Building -- Main 1124 South IH-35 Austin TX, 78704	113,373	\$ _____
HACA 1100 South IH-35 Austin TX, 78704	4,000	\$ _____
HACA 205 Chicon Street Austin TX, 78702	4,700	\$ _____
HACA 1507 South IH-35 Austin TX, 78741	9,547	\$ _____
HACA 1503 South IH-35 Austin TX, 78741	2,198	\$ _____

Residential Properties

	Address	Units	Rate Per Inspection
AMP-01	Chalmers Courts 1801 East 4th Street Austin TX, 78702	158	\$ _____
AMP-02	Rosewood Courts 2001 Rosewood/Yale Street Austin TX, 78702	123	\$ _____
AMP-03	Santa Rita Courts 2341 Corta Street Austin TX, 78702	97	\$ _____
AMP-04	Meadowbrook Apartments & Mainspring Daycare Austin TX, 78704	160	\$ _____
AMP-05/06	Booker T. Washington 905 Bedford Austin TX, 78702	216	\$ _____
AMP-07	Lakeside Apartments 85 Trinity Street Austin TX, 78704	164	\$ _____
AMP-08	Salina Apartments 1143 Salina Austin TX, 78702	32	\$ _____
AMP-09	Gaston Place 1941 Gaston Place Austin TX, 78723	100	\$ _____
AMP-10	Bouldin Oaks 1203 Cumberland Austin TX, 78704	144	\$ _____
AMP-11	Thurmond Heights 8426 Goldfinch Austin TX, 78758	144	\$ _____
AMP-12	Georgian Manor 110 Boles Austin TX, 78753	94	\$ _____
AMP-15	Northloop Apartments 2300 West Northloop Austin TX, 78756	50	\$ _____
AMP-16	Northgate Apartments 9120 North Gate Blvd Austin TX, 78758	50	\$ _____
AMP-17	Shadowbend Ridge 6328 Shadowbend Austin TX, 78745	50	\$ _____
AMP-18	Manchaca II 6328 Buffalo Pass Austin TX, 78745	33	\$ _____

Residential Properties

	Address	Units	Rate Per Inspection
AMP-19	Manchaca Village 3628 Manchaca Austin TX, 78704	33	\$ _____
AMP-22	Coronado Hills 1438 Coronado Austin TX, 78752	48	\$ _____
	"Scattered Sites" (See Exhibit A, page 2)		\$ _____

Bidder acknowledges receipt of the following addenda:

Number _____
Number _____
Number _____

Respectfully Submitted of:

Company Name: _____

Address: _____

By: _____ Title: _____

Telephone: _____ Fax: _____

CONTRACT AGREEMENT

This Contract is between the Housing Authority of the City of Austin having its principal place of business at 1124 S. IH-35, Austin, Texas (hereinafter referred to as "HACA"), and _____, having its principal place of business at _____ (hereinafter referred to as "Contractor"). This Contract is effective the day upon which both parties have signed the Contract.

WHEREAS, HACA is a public body corporate and politic, duly organized and validly existing and in good standing under the laws of the State of Texas and currently engaged in such business as defined in the Housing Authorities Law in the Local Government code of the State of Texas, including the services of providing decent, safe and sanitary housing to the residents of its facilities, low income families, the elderly, the handicapped and the disabled;

WHEREAS, HACA requires the services from licensed and qualified entities to provide Pest Control Services for public housing units and administration buildings and;

WHEREAS, HACA in order to obtain the required services issued an invitation for bid, HACA-19-P-0230 inviting proposals from service providers offering to perform the specified work; and

WHEREAS, HACA evaluated the proposals received in accordance with the evaluation criteria stated, and awarded the contract to the CONTRACTOR, who was determined to be the lowest responsible and responsive bidder; and

WHEREAS, the Contractor has represented that it is duly qualified and capable of fulfilling all requirements as set forth in this Contract and is willing to provide the necessary goods and services as established herein.

NOW, THEREFORE, in consideration of the foregoing mutual promises, the parties agree to the following:

1. CONTRACTOR'S DUTIES:

- (a) Scope of Services - The Contractor shall furnish all necessary services, labor, materials, tools, equipment and transportation necessary for proper performance of the work in accordance with the following documents, which are incorporated by reference into this Contract:
 - (1) This Contract.
 - (2) The RFP specifications HACA-19-P-0232
 - (3) Contractor's Proposal & Schedule

In the event of conflict between this Contract Agreement and the incorporated documents, this Contract Agreement shall be primary, followed by the RFP specifications. Any disagreements shall be resolved by the Contracting Officer.

- (b) Supervision - At all times during performance of this Contract and until the work is completed and accepted, the Contractor shall directly supervise the work or assign and have on the work site a competent superintendent who is satisfactory to the Authority and has authority to act for the Contractor.
 - (c) Contractor Liability -The Contractor shall be responsible for any and all damages, claims, charges, costs whether tangible or intangible to persons or property that arise out of or relate to the performance of the Contractor or any other persons/entities under the Contract or control or direction under the documents described in paragraph one (1)(a)(1-4) above.
 - (d) Contractor covenant - The Contractor covenants and agrees to comply with all federal, state and local statutes/regulations relating to ensuring the proper safety and health precautions are taken to protect the work, the workers, the public and the property of others.
2. **INDEMNITY**: The Contractor shall indemnify and hold harmless HACA from any and all liability, loss, charges, costs, fees or damages HACA may suffer as a result of claims, demands, causes of actions, in equity or at law, lawsuits, administrative actions or judgments against HACA arising out of or related to: (1) the performance of the Contract by the Contractor; or (2) the performance of the Contract by persons under the Contractor's control or direction. Contractor agrees to provide a defense for HACA at the Contractor's expense including without limitation, any and all attorney fees, court costs or other fees or costs associated with administrative actions, claims, demands, litigation, mediation, arbitration or the like.
 3. **COMPLETION OF WORK**: The Contractor shall complete all work required within the time frames specified in the attachment to this Contract.
 4. **INDEPENDENT CONTRACTOR**: HACA shall have no responsibility or obligation for worker's compensation, taxes or withholding, benefits or insurance for Contractor's employees. HACA shall have no responsibility for supervision or control over the details of Contractor's work.
 5. **RIGHT TO INSPECT AND ACCEPTANCE OF WORK**: The Contractor shall perform inspections to ensure that all work is subject to HACA inspection at all places and all reasonable times before acceptance to ensure strict compliance with the terms of the Contract. If any of the supplies or materials does not conform to Contract requirements, HACA shall have the right to cancel and return the order, at Contractor's expense or determine if items can be utilized and possibly negotiate a fair unit price change with the Contractor.
 6. **SUBCONTRACTING**: The Contractor shall not subcontract all or any portion of this Contract without the written consent of the President/CEO of HACA or a duly authorized representative

of HACA.

7. **INSURANCE:** Contractor shall require its carrier to place HACA on its insurance policy as an additional insured and provide HACA with Certificates of Insurance, from an insurance company authorized to do business in the State of Texas, certifying that Contractor, and HACA, as an additional insured, is covered by commercial general liability insurance with bodily injury and property damage in a minimum amount of \$500,000 per occurrence and that Contractor is covered by automobile liability insurance in the minimum amount of \$500,000 per occurrence. Additionally, the Contractor shall obtain Worker's Compensation insurance in accordance to State law.
8. **WARRANTIES:** 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. Contractor warrants and affirms that all goods and services provided in the performance of this Contract shall be free of defect.
9. **INTEREST OF HACA MEMBERS:** No member, officer or employee of HACA and no other public official of such locality who exercises any functions or responsibilities with respect to HACA, shall during his/her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
10. **NO SMOKING POLICY:** Each of HACA's public housing properties is a smoke-free zone. Smoking is strictly prohibited in all areas inside and outside of the HACA properties, building, dwelling units, and construction sites. Smoking is prohibited on the grounds and common areas, including lawns, parks, courtyards, walkways and parking lots. Smoking will only be permitted in designated areas. Contractor is required to inform all of its employees, agents and representatives of the HACA smoke-free policy and take all necessary steps to ensure the policy is met. Smoking outside of the designated area at a HACA public housing property by a contractor's employee, agent or representative is considered a breach of this contract. For the purposes of this policy, HACA defines smoking in the following manner: SMOKING means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, e-cigarette, pipe, weed, plant, or other combustible substance in any manner or in any form.
11. **EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, age, gender identity and sexual orientation. The Contractor will take affirmative action to insure the applicants are employed and that employees are treated during employment, without regard to race, color, religion, sex, national origin, disability, age, gender identity and sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

12. SECTION 3 REQUIREMENTS: The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), in accordance with the Section 3 clause set forth at 24 CFR 135.38, if applicable. Where applicable, the Section 3 clause, 24 CFR 135.38, will be attached as Exhibit "A" hereto, and incorporated herewith.

13. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS: HACA or its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine the Contractor's books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, copies and transcriptions.

14. COMPENSATION: HACA shall compensate the Contractor in the amounts specified in the Contractor's proposal. The contract will be limited to \$ _____ for the length of the contract _____. (Further, the Agency reserves the right to amend this amount (increase/decrease) at any time during the ensuing contract period(s) when the Agency determines doing so is in its best interest. Payment schedule will be as according to the agreed proposed for completion.

Contractor should allow a minimum of 30 days after submitting invoices for payment to allow quality inspection and verification of 100% completion of work submitted for payment.

15. ASSIGNMENT: Contractor agrees and covenants that neither the contract nor the proceeds under the Contract may be assigned for any reason without prior written permission of HACA.

16. FIRMS INELIGIBLE TO RECEIVE STATE OR FEDERAL GRANTS OR LOANS, OR INELIGIBLE TO RECEIVE PAYMENTS ON HACA CONTRACTS:

(a) A child support obligor who is more than 30 days delinquent in paying child support and the business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:

(1) Receive payments from state or federal funds under a contract to provide property, materials, or services;

(2) Receive a state or federal-funded grant or loan.

(b) A child support obligor or business entity ineligible to receive payments under Subsection 16 (a) remains ineligible until:

(1) All arrearages have been paid, or;

(2) The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

(c) A bid or an application for a contract, grant or loan paid from state or federal funds must

include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

- (d) The vendor or applicant certifies that the individual or business entity named in the Contract, bid or application, is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated, and payment may be withheld if this certificate is inaccurate.
- (e) If HACA determines that an individual or business entity holding a HACA Contract is ineligible to receive payment under subsection 16 (a), the contract may be terminated.
- (f) If the certificate required under subsection 16 (d) is shown to be false, the vendor is liable for HACA's attorney fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second Contract, and any other damages provided by law or contract.
- (g) This section does not create a cause of action to contest a Bid or award of a HACA Contract.

17. INTELLECTUAL PROPERTY: In this Agreement, "Intellectual Property" means any ideas, discoveries, inventions, applications for patents, patents, designs, and copyrightable works. All work product, including Intellectual Property, developed by the Independent Contractor while performing the Services or while using any of HACA's property will belong to HACA as a work for hire. To the extent the work product is not considered work for hire, then by this Agreement, the Independent Contractor assigns to HACA all work product developed in whole or in part by the Independent Contractor while performing the Services or while using any of HACA's property.

18. NONDISCLOSURE:

- (a) "Confidential Information" means all information and material that either: (i) is expressly identified as "confidential" or "proprietary;" or (ii) relates to HACA's business, operations, assets, financial condition, and affairs, including any technical information, capacity, material requirements, data, designs, drawings, proposals, trade secrets, business methods, names of customers and vendors, marketing plans, computer software (proprietary or otherwise), or price information.
- (b) While performing the Services, the Independent Contractor may have access to Confidential Information. Nothing in this Agreement grants any rights to HACA's property to the Independent Contractor. The Independent Contractor will protect the Confidential Information and treat it as strictly confidential. The Independent Contractor will not disclose Confidential Information to any third-party individual, corporation, or other entity without HACA's prior written consent. The Independent Contractor, for a period of 2 years from the date of disclosure of the Confidential Information, will maintain the Confidential Information in strict confidence and will not, directly or

indirectly, use any Confidential Information except as permitted by this Agreement. This nondisclosure provision survives any termination or expiration of this Agreement for any reason.

- (c) The Independent Contractor does not breach this Agreement if he discloses or uses Confidential Information under the following circumstances: (i) The information is required by law to be disclosed; (ii) HACA gives express written authorization permitting disclosure; or (iii) the information is or becomes public through no fault of the Independent Contractor. The Independent Contractor has the burden of proving any of the exceptions listed in this Section 18

19. **CANCELLATION**: HACA reserves the right to cancel this entire Contract if the Contractor fails to perform in accordance with the terms and conditions of this Contract or for any other just cause. If Contractor's services fail to meet the specifications contained herein (including attachments) HACA shall call upon the Contractor to make immediate and satisfactory adjustments and corrections to rectify the problem; failure to do so will be cause for the HACA to cancel this entire Contract or any portion thereof in addition to any other legal rights the HACA may claim, and withhold any amounts for damages or corrections. HACA reserves the right to cancel without prior notice if it is determined that the health, safety or welfare of the residents or other persons are at risk.

HACA reserves the right to cancel this Contract for convenience upon 30-calendar day's written notice to the Contractor. The notice shall be effective three (3) days after the posting date with the U.S. Postal Service. The notice shall be hand delivered or sent to the last known address of the Contractor by certified mail, return receipt requested.

20. **GOVERNING LAW**: This Contract shall be construed under and in accordance with the laws of the State of Texas. Its validity and the interpretation of its terms shall be governed by the laws of the State of Texas. If any provisions of this contract are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions hereof shall remain in full force and effect.

21. **LEGAL CONSTRUCTION**: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

22. **DISPUTES**: It is HACA's policy to resolve all contractual issues informally at the HACA level, without litigation. All claims by Contractor relating to the performance of this Contract shall be submitted in writing to the Contracting officer or designee, who shall issue a written decision on the matter. When appropriate, HACA may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute, to help resolve the differences. If necessary, the parties may use mediation.

23. **CONTRACTING OFFICER:** For purposes of this Contract, the Contracting Officer for HACA or his/her designated representative, if any shall be named in writing, and provided to Contractor, as needed.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by the following parties this _____ day of _____ 2019.

**Housing Authority of the City of Austin
1124 S. IH-35
Austin, Texas 78704**

**BY: _____
Michael G. Gerber
President & CEO**

**BY: _____
TITLE:**

SAMPLE

Contract between HACA and _____
Section 3 Clause

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

Received: HACA _____

Contractor _____

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

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

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

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

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

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

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

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:



HOUSING AUTHORITY OF THE CITY OF AUSTIN
P.O. BOX 41119 AUSTIN TEXAS 78704-1119 (512) 477-4488
FEDERAL EXEMPT ENTITY #74-6000117

VENDOR DATA SHEET (ALL SUPPLIERS)

BUSINESS NAME (DBA)			
ADDRESS			
CITY	STATE	ZIP	PHONE FAX
TYPE OF OWNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> JOINT PROPRIETORSHIP			
IF MINORITY, WHAT STATUS? <input type="checkbox"/> BLACK <input type="checkbox"/> HISPANIC <input type="checkbox"/> INDIAN <input type="checkbox"/> AMERICAN <input type="checkbox"/> ALASKAN <input type="checkbox"/> ASIAN <input type="checkbox"/> WOMAN <input type="checkbox"/> AMERICAN <input type="checkbox"/> MBE CERTIFIED			
FEI#	FORM 1099 REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO		BUSINESS DESCRIPTION

PRINCIPALS/OWNERS

NAME	TITLE	PHONE	ADDRESS

BUSINESS REFERENCES

NAME	TITLE	ADDRESS	PHONE

REMITTANCE ADDRESS

NAME			
ADDRESS			
CITY	STATE	ZIP	PHONE
EMAIL ADDRESS:			

AUTHORIZED SIGNATURE

TITLE

DATE

Request for Taxpayer Identification Number and Certification

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

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

See Specific Instructions on page 3.
 Print or type.

<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> </div> </div>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

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

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

Social security number						
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		-		-		
or						
Employer identification number						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> </tr> </table>			-			
		-				

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

STATEMENT OF BIDDER'S QUALIFICATIONS

Submit on a separate sheet(s) the following information and data. Include with Bid Proposal.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. State whether bidder is a Corporation, Partnership, or Sole Proprietor.
5. If "Corporation, date and State of Incorporation."
6. A breakdown of the minority ownership of the business (Gender, White, Black Hispanic, American Hispanic, American Indian/Eskimo, Asian/Pacific islander, etc.). Who owns what percent of the business, and any other related information.
7. Number of years engaged in contracting business under present name.
8. Contract in progress (gross amounts of contracts, estimated completion dated, project owner, architect).
9. General character of work performed by your company.
10. Report on any failures to complete work awarded to you (where, when & why).
Report any contracts you have defaulted on.
11. Name & address of bonding company and name and address of agent.
12. List of three (3) currently completed projects, including name, address, phone number, and type of work
13. List any previous contracts, including dated executed with HACA.

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

Prime Bidder

STATE OF TEXAS
COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____ the party making the foregoing
(A partner or officer of the firm, corp., of etc.)
proposal or bid and attests to the following:

- (1) That affiant employed no person, corporation, firm association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building of project or in securing the public contract were in the regular course of their duties for affiant; and
- (2) That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for solicitation the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.
- (3) That such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the City of Austin or any person interested in the proposal contract; and that all statements in said proposal or bid are true.

Signature*

Subscribed and sworn to me this _____ day of _____, 20 _____

My Commission expires _____, 20 _____

*Bidder if the bidder is an individual; all partners if the bidder is a partnership; Officer if the bidder is a corporation.