



# REQUEST FOR PROPOSAL

FOR

## VACANCY CLEANING OPTIONAL PAINTING & REPAIRS

HACA-19-P-0232

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: October 29, 2019 10:00 AM/CST**

Pre-Bid Conference: October 10, 2019 10:00 AM/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: October 2, 2019

Project Title/Number: Vacancy Cleaning and Make-Ready (HACA-19-P-0232)

**Pre-Bid Conference: October 10, 2019 10:00 AM/CST**

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

**Delivery Date/Time: October 29, 2019 10:00 AM/CST**

TO: Prospective Bidders

The Housing Authority of the City of Austin (HACA) requires the services of an independent contractor for make-ready cleaning services and optional painting of vacated housing units.

Proposals will be accepted until **October 29, 2019 10:00 AM/CST**

By submission of a response to the Request for Proposal, 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 Request for Proposal 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 AM and 5:00 PM, 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 Request for Proposal, 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 Request for Proposal, 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.

REQUEST FOR PROPOSAL  
VACANCY CLEANING OPTIONAL PAINTING & REPAIRS  
HACA-19-P-0232

**I. INTRODUCTION**

- A. Proposals must be submitted and received no later than October 29, 2019 at 10:00 AM/CST in order to be considered. There will be a pre-bid conference on October 10, 2019 at 10:00 AM 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. Responses must be bound and sealed. Please submit 1 original and 5 copies.
- C. All envelopes must indicate "Vacancy Cleaning Optional Painting & Repairs HACA-19-P-0232".
- D. Questions concerning this Request for Proposal should be directed to:  
Nora Morales, Director of Operations & Procurement Services at (512) 767-7797,  
email: [noram@hacanet.org](mailto: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, experienced and insured entities with multi-family property experience to provide cleaning, painting and optional general maintenance 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 – Make-Ready Services – Vacancy Cleaning**

Complete cleaning of vacated units as described in the scope of work.

### **2. Lot 2 – Make-Ready Services – Painting**

Interior Painting as described in scope of work.

### **3. Lot 3 – Other Make-Ready Services Provided “As Needed”**

The Housing Authority desires to have an available catalog of pre-approved pricing for additional cleaning and make-ready services. This includes all other make-ready tasks, which fall outside the scope previously defined in lots 1 or 2, such as repairs, floor stripping, waxing, etc.

## **C. Inspection of The Properties**

1. The contractor should take the opportunity to examine the premises before submitting proposals for this work to satisfy him/herself as to the conditions under which work will be performed. No extra payments will be allowed for claims for additional work as would have been determined or anticipated during a property inspection.
2. It is possible that during the term of the ensuing contract, HACA may have the need of additional services from the contractor that have not been detailed herein or within the ensuing contract. Such work shall be calculated through mutual scope of work, negotiation, that is based on the needs of each site.

## **D. Pre-Bid Conference**

A pre-bid conference will be scheduled on October 10, 2019 at 10:00 AM at 1124 S. IH 35, Austin, Texas 78704. The contractor is strongly encouraged to take the opportunity to attend, although it is not mandatory.

## **E. 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.

**F. Term of Contract**

Contracts issued under this Request for Proposal will be effective for a period of one year from the date signed by both parties. HACA may award multiple contracts. 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. Number and Size of Units**

HACA manages over 1,800 housing units located throughout the City of Austin. Approximately 300 will be vacated during a 12-month period, more during RAD modernization efforts. However, there can be no minimum number of units specified or implied. See attached list of developments, addresses and number of units including number of bathrooms and square footage (EXHIBIT A). These data should be reviewed carefully before submitting a proposal. Contractors may bid on one, some or all lots.

HACA cannot guarantee or imply that a specific number or specific size of units will turn over during this period.

**H. Unit Pricing**

Proposed price structures should be based on approximate square footage, number of bathrooms and installed appliances. To reduce complexity, HACA has used a range of minimum and maximum square footage and grouped units of roughly the same size and number of bathrooms. The result is only an approximation of the scope. Specific units may be larger or smaller than the average for a given category. The bids and pricing information provided on the attached bid sheets, when completed and accepted, shall become part of the formal agreement. Given that different flooring types have different cleaning requirements; we have provided this information to facilitate the bid process.

**I. Compensation/Billing**

The contractor may bill weekly or monthly for services provided. All cleaned and/or painted units may be in one invoice accompanied by the signed accepted checklist by each site where services were completed. 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.



## **J. Late Responses**

HACA will not accept late RFP responses. All responses will be held until the official opening time, immediately after the submission deadline. Upon reviewing all submissions, the award will be made to the contractor whose proposal offers the “best value” to HACA.

## **III. SCOPE OF WORK**

### **A. General Requirements, All Lots**

#### **1. Housing Authority City of Austin Responsibilities**

- a. HACA will, upon receiving notice of a vacant unit, remove all large trash, furniture, and complete all maintenance prior to contacting the contractor.
- b. HACA will notify the contractor via email with the proper request form. (Please see Exhibit D) of the number of units available for cleaning, the sizes of the units and the location of the units. The Authority and the contractor will establish a time and method of such notification. The contractor will make himself, or his designated representative available on a daily basis to receive notification from HACA.
- c. HACA will provide the contractor with vacancy key.
- d. HACA staff will remove light fixtures and vents for contractor to clean.
- e. HACA staff will pull appliances from against the wall for contractor to clean.
- f. HACA will perform routine spot inspections to ensure compliance with the terms of this contract.

#### **2. Contractor responsibilities.**

- a. Comply with terms of this contract as to meeting the specifications of the cleaning requirements. The contractor will advise HACA of the estimated start and completion dates of cleaning efforts within 24 hours of notification. Work is to start within 24 hours of unit availability.
- b. Contractor will make himself or his designated representative available on a daily basis to receive notification from HACA of the cleaning requirements.
- c. Contractor will sign for all Authority key(s) and will return all key(s). At no time shall Contractor make copies of such keys without the written consent of the Vice Presidents of Housing Operations. Should the contractor lose a key(s), contractor will notify HACA within 24 hours. Additionally, contractor will be liable for expenses incurred to re-key, change lock mechanisms or other actions required to maintain security at Authority developments.
- d. Contractor will notify the established contact person via telephone if he is unable to complete all cleaning within the required time frame.

- e. Contractor will not allow any residents or prospective residents to have access to the unit. Residents are to be directed to the Management Office.
- f. The contractor will endeavor to complete all cleaning requirements during the hours of 8 AM to 8 PM, Sunday through Saturday.
- g. At no time should the unit be left unattended and unlocked.
- h. Unless agreed upon by the property manager or their representative in writing, the Contractor shall complete all work at each specific unit within 2 days or other time period agreed upon by Contractor and HACA.
- i. Upon completion of a cleaned unit, the contractor should notify on site manager for inspection and acceptance of the unit. Site staff shall make every effort to be available for this task. Completion of this task is required before payment may be authorized.
- j. Non-essential individuals are not allowed on HACA's premises while performing the cleaning requirements of this contract.
- k. All "clearing" and "cleaning" activities shall include the use of a vacuum cleaner, environmentally safe solvents and other cleaning supplies. MSDS sheets will be required on all chemicals used.
- l. Thorough cleaning of appliances (including ranges, refrigerators, dishwashers, washers, dryers and microwaves) may include partial disassembly if necessary. Such will be coordinated with a representative of the of Housing Operations Department. All items removed or disassembled must be returned to their original condition after cleaning.

## **B. Specific Requirements, By Lot**

### **PROPERTIES – LVT FLOORING AND ADDITIONAL APPLIANCES**

- 1) Gaston Place
- 2) Georgian Manor
- 3) North Loop
- 4) Northgate
- 5) Manchaca Village
- 6) Shadowbend

### **PROPERTIES- VCT FLOORING**

- 1) Coronado Hills
- 2) Santa Rita
- 3) Booker T. Washington
- 4) Lakeside
- 5) Rosewood Courts
- 6) Salina
- 7) Meadowbrook Apartments
- 8) Bouldin Oaks
- 9) Manchaca II

### **PROPERTIES WITH CERAMIC TILE**

- 1) Thurmond Heights

## **1. LOT 1 – Make-Ready Services – Cleaning**

### **a. BACKGROUND**

The Housing Authority of the City of Austin requires the services of an independent contractor to provide labor, tools, equipment and transportation for painting vacant apartment units as needed.

### **b. TECHNICAL SPECIFICATIONS**

There is only one type of clean; Final Clean. On the day and at the time agreed upon, the Contractor will arrive at the unit fully prepared with equipment and cleaning supplies to start and finish the unit clean.

- 2) Completion requires all of the following:
  - a) Clean all window glass inside and outside, windowsills and frames, including excess paint from windows.
  - b) Remove and power wash security screens including 2nd floor. Properly re-install window screens. This excludes any buildings higher than two floors.
  - c) Clean and dust all venetian blinds.
  - d) Clean all appliances, including range & oven, refrigerator and vent hood, inside and out. Clean behind appliances.

- e) Clean all closets and shelves.
- f) Clean and disinfect sinks, lavatories, commodes, tubs, shower doors, counter tops, drawers and shelves.
- g) Clean and shine all mirror fixtures.
- h) Clean all removed light fixtures covers, including any exterior light fixtures at entrances.
- i) Wipe down all removed vents and remove dirt / dust from air return space.
- j) Wipe down and oil all unpainted woodwork such as kitchen cabinets.
- k) Dust and clean ceiling fans.
- l) Clean & sweep storage areas, including garage when applicable.
- m) Properties with VCT Tile. Strip and clean all floors thoroughly before applying two coats of wax and buffing is required.
- n) Properties with LVT Flooring. Use neutral PH vinyl cleaner or with clean water only. Do not use abrasive pads, only micro fiber mops.
- o) Properties with ceramic tile. Mix a mild detergent with hot water and apply with a rag or chamois mop instead of a sponge mop. A sponge mop pushes dirty water into the grout and soils it. Change your bucket of cleaning solution often so a dirty mop does not leave a cloudy film of dirt on the floor.
- p) Clean and scrub screen/storm doors and frames.
- q) Power-wash front and back porches including steps.
- r) Clean washing machines with commercially-available washing machine cleaning products.
- s) Clean dishwasher with commercially-available dishwasher cleaning products.
- t) Clean garbage disposal with commercially-available garbage disposal cleaning products.

**c. EQUIPMENT & SUPPLIES**

The contractor will supply all transportation, equipment, and cleaning supplies. As a minimum, the Contractor will supply vacuum cleaner/wet-vac, buffer, scrapers, brooms, mops, pails, cleaning cloths, bags, micro-fiber mops on LVT floors, all chemicals and solvents needed to complete all cleaning tasks.

## **2. LOT 2 – Make-Ready Services – Painting**

### **a. BACKGROUND**

The Housing Authority of the City of Austin requires the services of an independent contractor to provide labor, tools, masking tape, paper, tarps, and transportation for painting vacant apartment units as needed.

### **b. TECHNICAL SPECIFICATIONS**

- 1) Housing Authority City of Austin Responsibilities
  - a) Lead District personnel will inspect each vacated unit and determine if the contractor is required to paint.
  - b) HACA, upon approval, will remove all large trash, furniture etc.
  - c) HACA will provide the contractor with vacancy key for each district.
  - d) HACA will provide paint, mud, sheetrock, and caulking.
  - e) HACA will perform routine spot inspections to ensure compliance with the terms of this contract.
- 2) Contractor responsibilities
  - a) Upon completion of a painted unit the contractor should notify on-site manager for inspections acceptance of the unit. Site staff shall make every effort to be available for this task. Payment will be based on this task.
  - b) Painting Complete Apartment Units.
  - c) Floors, windows, kitchen cabinets, appliances, etc. shall be properly protected from paint. Electrical outlets shall be also covered.
  - d) Contractor must take special care to protect fire sprinkler head from paint which can cause heads to malfunction with commercially-available covers. Contractor may be liable for the cost of replacement heads.
  - e) Remove all extending nails or screws off walls.
  - f) Patch all cracks and holes to blend in existing texture.
  - g) Paint all walls, ceiling, doors, stairs and trim with paint provided.
  - h) Most kitchen cabinets are stained; they must be covered and protected from over spray.
  - i) Paint front and back entrance doors
  - j) Comply with terms of this contract as to meeting the specifications of the painting requirements.
  - k) The contractor will advise HACA of the estimated start and completion dates of painting efforts.

- l) Contractor will make himself or his designated representative available on a daily basis to receive notification from HACA of the painting requirements.
- m) Contractor will sign for all Authority key(s). At no time shall Contractor make copies of such keys without the written consent of the Vice Presidents of Housing Operations. Should the contractor lose a key(s), contractor will notify HACA within 24 hours. Additionally, contractor will be liable for expenses incurred to re-key, change lock mechanisms or other actions required so as to maintain security at Authority developments.

**c. EQUIPMENT & SUPPLIES**

Contractor will supply all transportation, equipment and masking tape, paper, tarps, and tools necessary to complete all painting tasks. HACA will provide paint, mud, caulking and sheetrock required to paint and complete the unit. However, HACA will not provide any of the cleaning chemicals to complete this task.

### **3. LOT 3 – Other Services Provided “As Needed”**

#### **a. BACKGROUND**

It is possible that HACA may have the need of additional services that have not been detailed above. During peak times, HACA may ask contractors to provide additional labor to make a vacant unit ready including trash removal, general maintenance, all preparation work, painting and cleaning. If contractor feels confident in providing these general make ready and maintenance services, please provide a labor per hour cost. HACA will provide a minimum required list of work to be completed for all units. Contractor will provide an estimate of the number of hours needed to complete the balance of the requested scope of work. Crafts may include electrical, plumbing, flooring, sheetrock repair, and general maintenance to make the unit ready for move in.

#### **b. TECHNICAL SPECIFICATIONS**

- 1) Housing Authority City of Austin Responsibilities
  - a) Provide Scope of Work which is detailed and specific for each job.
- 2) Contractor responsibilities
  - a) The contractor will endeavor to complete all the job requirements during the hours of 8 AM to 5 PM, Monday through Friday, unless requested in writing by the contractor two days in advance of the requested day and time, and only if approved by the District’s Leads or Community Directors of the Housing Operations Departments. All make-ready shall be completed within a five-day period.
  - b) Contractor will notify the established contact person via telephone if he is unable to complete all painting within the required time frame.
  - c) Contractor shall notify HACA of special services or tasks which require special skills, training, or licensing, and may utilize subcontractors for whose work the Contractor must be accountable.

#### **c. EQUIPMENT & SUPPLIES**

Contractor will supply all transportation, equipment, tools necessary to complete all general maintenance and labor tasks. HACA will provide appliances, hardware, materials and supplies required to repair, maintain and complete the unit.

#### **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. 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.

##### **2. Commitments: The contractor must commit to providing qualified, professional personnel who:**

- a.** Conduct themselves in a professional manner, with minimal noise and disruption.
- b.** Cooperate with the building occupants to assure the progress of this work.
- c.** Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to best practices, consistent with material safety sheets for the products being used.
- d.** Observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.
- e.** Will comply with all government regulations as are applicable during the time spent on government property.
- f.** Take all necessary precautions to ensure tenant and employee safety.



## **B. EVALUATION CRITERIA**

The award of the contract vacancy cleaning and make-ready 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 20 points) |
| 3. Cost effectiveness                                                        | (up to 20 points) |
| 4. Staff qualifications and experience                                       | (up to 20 points) |
| 5. Minority/Woman-Owned Business Enterprise (MWBE)                           | (up to 10 points) |

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**Maximum 100 Points**

## **C. BID PROPOSAL SHEETS**

Please see below for the bid sheets to be submitted. The bid sheets provide specific information about each property including the number and construction type of the buildings at each property, the number of total units and the mix of unit sizes and types. Also included is the flooring type, and types of installed appliances found at each property. Each property's bid sheet includes sections for Lots 1, 2 & 3. A third column is also provided for bidders to indicate whether they offer a discount for both cleaning and painting the same unit. Bidders may bid on some, all or none of the properties and/or lots. Any empty boxes will be considered "no bid" for the relevant property and lot.

Units described below may be single, two story, or hi-rise as specified in the property information above. Square footage shown are estimates for smallest and the largest in each category. Please note property description above for added appliances which will alter the expected scope of services.

EXHIBIT “A”  
HOUSING AUTHORITY OF THE CITY OF AUSTIN  
SCHEDULE OF PROPERTIES  
(AS OF LWP G '423; +

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 <sup>th</sup> 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

**Distribution and Location of Units  
(EXHIBIT A)**

<b>Property name</b>	<b>Total Units</b>	<b>0 / 1</b>	<b>1 / 1</b>	<b>2 / 1</b>	<b>3 / 1</b>	<b>3 / 1½</b>	<b>4 / 1</b>	<b>4 / 1½</b>	<b>4 / 2</b>	<b>5 / 1½</b>	<b>5 / 2</b>
Chalmers Courts 1801 East 4th Street	158		82	48	18		10				
Rosewood Courts 2001 Rosewood	123	8	47	49	13		6				
Santa Rita Courts 2341 Corta	97		15	36	34		10			2	
Meadowbrook Homes 1201 W. Live Oak	160			100	37			20		3	
Booker T. Washington 905 Bedford	216		15	60		103			34		4
Lakeside Apartments 85 Trinity	164	48	92	23	1						
Salina Apartments 1143 Salina	32	16	16								
Gaston Place 1941 Gaston Place	100		96	4							
Bouldin Oaks 1203 Cumberland	144		54	58	22				10		
Thurmond Heights 8426 Goldfinch	144		55	59	23				10		
Georgian Manor 110 Bolles	94		38	39		14			4		
Northloop Apartments 2300 North Loop	130		125	5							
Northgate 9120 Northgate	50		20	18	8				3		1
Shadow Bend Ridge 6328 Shadow Bend	50		18	20	9				2		1
Manchaca II 6113 Buffalo Pass	33		12	13	7				1		
Manchaca Village 3628 Manchaca	33		12	12	6		2			1	
Coronado Hills 1438 Coronado Hills	48		12	32	4						
Scattered Sites Various Addresses *	22					18			4		

\* See EXHIBIT B

# SCATTERED SITES

## EXHIBIT B

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

# Exhibit "C"



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](http://www.hud.gov) [www.espanol.hud.gov](http://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.

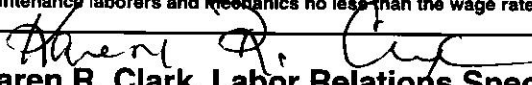
Housing Authorities not satisfied with this determination may still submit documentation to this office in accordance with the new policies and procedures previously provided to you. If you have any questions, please contact me at 210-475-6818.

Sincerely,

A handwritten signature in black ink, reading "Karen R. Clark".

Karen R. Clark  
Labor Relations Specialist

Enclosure (1)

<b>Maintenance Wage Rate Determination</b>	<b>U.S. Department of Housing and Urban Development Office of Labor Relations</b>	<b>HUD FORM 52158 (12/2015)</b>
Agency Name:  <b>Austin Housing Authority</b>	LR 2000 Agency ID No:  <b>TX007A</b>	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	Effective Date:  <b>4/1/2019</b>	Expiration Date:  <b>3/31/2021</b>
<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>		
 <b>Karen R. Clark, Labor Relations Specialist</b>		Date <b>2/20/19</b>
HUD Labor Relations (Name, Title, Signature)		
WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Maintenance Mechanic A	<b>\$11.93</b>	<input type="checkbox"/> 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
Lead Mechanic A	<b>\$16.00</b>	
District Lead Mechanic	<b>\$19.12</b>	
Master Plumber	<b>\$31.14</b>	
Truck Driver/Fleet Mechanic	<b>\$14.27</b>	
		<b>FOR HUD USE ONLY</b> <b>LR2000:</b>  <b>Log in:</b> <b>log out: OMW9970</b>

## Exhibit "D"

## HOUSING AUTHORITY OF THE CITY OF AUSTIN VACANCY CLEANING REQUEST

TO:	_____	REQUESTED BY:	_____
ATTN:	_____	COMMUNITY:	_____
	_____	AMP/TX:	_____
PHONE:	_____		_____
FAX:	_____	PHONE:	_____
EMAIL:	_____	FAX:	_____
	_____		_____

\*\*\*Only list units that have all HACA maintenance work completed\*\*\*

Contractor Use Only:

[illegible]

# Exhibit 'E'



## PRE-MAKE-READY CLEANING CHECKLIST

PROPERTY: TX \_\_\_\_\_ ACCOUNT# \_\_\_\_\_

MAINTENANCE STAFF NAME: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

Check off Correct Answer:

	Yes	No	N/A	QUESTION
1				Does unit need extensive MOD work? (if yes, discuss with your manager immediately)
2				Have Vacancy Locks been installed?
3				Are all Utilities in the unit turned ON?
4				Are all repairs in the unit completed?
5				Have the light fixtures to be cleaned by cleaning crew been removed from ceiling?
6				Are the toilets working properly?
7				Are the bathtubs draining properly?
8				Are 1 <sup>st</sup> floor window Screens Unlatched?
9				Are appliances disconnected & moved away from the wall?
10				<u>Optional Services</u> Are all required paint supplies in the unit for the painting crew?

**TURN IN CHECKLIST TO YOUR MANAGER WHEN DONE  
REMEMBER TO WRITE YOUR NAME AT THE TOP.**



HOUSING AUTHORITY  
OF THE CITY OF AUSTIN

PROJECT # HACA-19-P-0232  
VACANCY CLEANING OPTIONAL  
PAINTING & REPAIRS

Operations & Procurement Services  
1124 South I-35  
Austin, Texas 78704

**BID PROPOSAL**

**COMPLEX NAME:** Pathways at Booker T. Washington  
**ADDRESS:** 905 Bedford

**Buildings:** 72      **Construction Type:** Frame with brick  
**Units:** 216      **Flooring Type:** Vinyl Composite Tile  
**Levels:** 2      **Appliances:** Refrigerator, Gas Range, Range  
Vent Hood

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 at the following HACA sites:

UNIT (# bedroom/ # bath)	Sq. Ft.	Lot 1: Cleaning, VCT Tile Flooring	Lot 2: Painting, 1 color	Discount for both Lots on same unit?
1 br/ 1 bath	408-600	\$	\$	\$
2 br/ 1 bath	610-840	\$	\$	\$
3 br/ 1.5 bath	730-1085	\$	\$	\$
4 br/ 2 bath	940-1350	\$	\$	\$
5 br/ 2 bath	1200-1500	\$	\$	\$

**Lot 3: General Maintenance**

Labor rate per hour, based on the scope of work listed on III.B.3. "Lot 3"  
\$\_\_\_\_\_ per hour

Annual renewal percentage increase \_\_\_\_%.

**Respectfully Submitted of:**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

HOUSING AUTHORITY  
OF THE CITY OF AUSTIN

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1124 South I-35  
Austin, Texas 78704

### BID PROPOSAL

**COMPLEX NAME:** Pathways at Bouldin Oaks

**ADDRESS:** 1203 Cumberland Rd.

**Buildings:** 73

**Units:** 144

**Levels:** 1

**Construction Type:** Frame with brick

**Flooring Type:** Vinyl Composite Tile

**Appliances:** Garbage Disposal, Refrigerator,  
Electric or Gas Range, Range Vent  
Hood or Microwave/ Vent Hood  
Combo

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 at the following HACA sites:

UNIT (# bedroom/ # bath)	Sq. Ft.	Lot 1: Cleaning, VCT Tile Flooring	Lot 2: Painting, 1 color	Discount for both Lots on same unit?
1 br/ 1 bath	408-600	\$	\$	\$
2 br/ 1 bath	610-840	\$	\$	\$
3 br/ 1 bath	730-1085	\$	\$	\$
4 br/ 2 bath	940-1350	\$	\$	\$

#### Lot 3: General Maintenance

Labor rate per hour, based on the scope of work listed on III.B.3. "Lot 3"

\$\_\_\_\_\_ per hour

Annual renewal percentage increase \_\_\_\_\_%.

#### Respectfully Submitted of:

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

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

HOUSING AUTHORITY  
OF THE CITY OF AUSTIN

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Austin, Texas 78704

### BID PROPOSAL

**COMPLEX NAME:** Pathways at Chalmers Courts

**ADDRESS:** 1801 East 4<sup>th</sup> Street

**Buildings:** 31

**Units:** 158

**Levels:** 2

**Construction Type:** Brick masonry

**Flooring Type:** Luxury Vinyl Tile

**Appliances:** Garbage Disposal, Dishwasher,  
Refrigerator, Gas Range, Range  
Vent Hood or Microwave/ Vent  
Hood Combo, Dishwasher,  
Stackable Washer/Dryer or  
Washer/Dryer Combo

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 at the following HACA sites:

UNIT (# bedroom/ # bath)	Sq. Ft.	Lot 1: Cleaning, VCT Tile Flooring	Lot 2: Painting, 1 color	Discount for both Lots on same unit?
1 br/ 1 bath	408-600	\$	\$	\$
2 br/ 1 bath	610-840	\$	\$	\$
3 br/ 1 bath	730-1085	\$	\$	\$
4 br/ 1 bath	940-1350	\$	\$	\$

#### Lot 3: General Maintenance

Labor rate per hour, based on the scope of work listed on III.B.3. "Lot 3"

\$\_\_\_\_\_ per hour

Annual renewal percentage increase \_\_\_\_\_%.

#### Respectfully Submitted of:

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

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

HOUSING AUTHORITY  
OF THE CITY OF AUSTIN

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Austin, Texas 78704

### BID PROPOSAL

**COMPLEX NAME:** Pathways at Coronado Hills  
**ADDRESS:** 1438 Coronado Hills Dr.

**Buildings:** 25      **Construction Type:** Frame with brick  
**Units:** 48      **Flooring Type:** Vinyl Composite Tile  
**Levels:** 1      **Appliances:** Garbage Disposal, Refrigerator,  
Electric or Gas Range, Range Vent  
Hood or Microwave/ Vent Hood  
Combo

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 at the following HACA sites:

UNIT (# bedroom/ # bath)	Sq. Ft.	Lot 1: Cleaning, VCT Tile Flooring	Lot 2: Painting, 1 color	Discount for both Lots on same unit?
1 br/ 1 bath	408-600	\$	\$	\$
2 br/ 1 bath	610-840	\$	\$	\$
3 br/ 1 bath	730-1085	\$	\$	\$

### Lot 3: General Maintenance

Labor rate per hour, based on the scope of work listed on III.B.3. "Lot 3"  
\$ \_\_\_\_\_ per hour

Annual renewal percentage increase \_\_\_\_\_%.

### Respectfully Submitted of:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

HOUSING AUTHORITY  
OF THE CITY OF AUSTIN

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VACANCY CLEANING OPTIONAL  
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1124 South I-35  
Austin, Texas 78704

### BID PROPOSAL

**COMPLEX NAME:** Pathways at Gaston Place

**ADDRESS:** 1941 Gaston

**Buildings:** 2 **Construction Type:** Stucco

**Units:** 100 **Flooring Type:** Luxury Vinyl Tile

**Levels:** 3 **Appliances:** Garbage Disposal, Refrigerator,  
Electric or Gas Range, Microwave,  
Range Vent Hood or Microwave/  
Vent Hood Combo, Washer, Dryer

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 at the following HACA sites:

UNIT (# bedroom/ # bath)	Sq. Ft.	Lot 1: Cleaning, VCT Tile Flooring	Lot 2: Painting, 1 color	Discount for both Lots on same unit?
1 br/ 1 bath	408-600	\$	\$	\$
2 br/ 1 bath	610-840	\$	\$	\$

#### Lot 3: General Maintenance

Labor rate per hour, based on the scope of work listed on III.B.3. "Lot 3"

\$\_\_\_\_\_ per hour

Annual renewal percentage increase \_\_\_\_\_%.

#### Respectfully Submitted of:

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

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

HOUSING AUTHORITY  
OF THE CITY OF AUSTIN

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Austin, Texas 78704

### BID PROPOSAL

**COMPLEX NAME:** Pathways at Georgian Manor

**ADDRESS:** 110 Bolles Circle

**Buildings:** 39

**Units:** 94

**Levels:** 2

**Construction Type:** Frame with brick

**Flooring Type:** Luxury Vinyl Tile

**Appliances:** Garbage Disposal, Dishwasher,  
Refrigerator, Gas Range, Range  
Vent Hood or Microwave/ Vent  
Hood Combo, Dishwasher,  
Stackable Washer/Dryer or  
Washer/Dryer Combo

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 at the following HACA sites:

UNIT (# bedroom/ # bath)	Sq. Ft.	Lot 1: Cleaning, VCT Tile Flooring	Lot 2: Painting, 1 color	Discount for both Lots on same unit?
1 br/ 1 bath	408-600	\$	\$	\$
2 br/ 1 bath	610-840	\$	\$	\$
3 br/ 1.5 bath	730-1085	\$	\$	\$
4 br/ 2 bath	940-1350	\$	\$	\$

#### Lot 3: General Maintenance

Labor rate per hour, based on the scope of work listed on III.B.3. "Lot 3"

\$\_\_\_\_\_ per hour

Annual renewal percentage increase \_\_\_\_\_%.

#### Respectfully Submitted of:

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

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

HOUSING AUTHORITY  
OF THE CITY OF AUSTIN

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Austin, Texas 78704

### BID PROPOSAL

**COMPLEX NAME:** Pathways at Lakeside Apartments

**ADDRESS:** 85 Trinity

**Buildings:** 1

**Units:** 164

**Levels:** 12

**Construction Type:** Brick masonry

**Flooring Type:** Vinyl Composite Tile

**Appliances:** Garbage Disposal, Refrigerator,  
Electric or Gas Range, Range Vent  
Hood or Microwave/ Vent Hood  
Combo

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 at the following HACA sites:

UNIT (# bedroom/ # bath)	Sq. Ft.	Lot 1: Cleaning, VCT Tile Flooring	Lot 2: Painting, 1 color	Discount for both Lots on same unit?
0 br/ 1 bath (*Efficiency)	305-320	\$	\$	\$
1 br/ 1 bath	408-600	\$	\$	\$
2 br/ 1 bath	610-840	\$	\$	\$
3 br/ 1 bath	730-1085	\$	\$	\$

#### Lot 3: General Maintenance

Labor rate per hour, based on the scope of work listed on III.B.3. "Lot 3"

\$\_\_\_\_\_ per hour

Annual renewal percentage increase \_\_\_\_\_%.

#### Respectfully Submitted of:

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

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

HOUSING AUTHORITY  
OF THE CITY OF AUSTIN

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Austin, Texas 78704

### BID PROPOSAL

**COMPLEX NAME:** Pathways at Manchaca II

**ADDRESS:** 6113 Buffalo Pass

**Buildings:** 17

**Construction Type:** Frame with brick

**Units:** 33

**Flooring Type:** Vinyl Composite Tile

**Levels:** 1

**Appliances:** Garbage Disposal, Refrigerator,  
Electric or Gas Range, Range Vent  
Hood or Microwave/ Vent Hood  
Combo

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 at the following HACA sites:

UNIT (# bedroom/ # bath)	Sq. Ft.	Lot 1: Cleaning, VCT Tile Flooring	Lot 2: Painting, 1 color	Discount for both Lots on same unit?
1 br/ 1 bath	408-600	\$	\$	\$
2 br/ 1 bath	610-840	\$	\$	\$
3 br/ 1 bath	730-1085	\$	\$	\$
4 br/ 2 bath	940-1350	\$	\$	\$

#### Lot 3: General Maintenance

Labor rate per hour, based on the scope of work listed on III.B.3. "Lot 3"

\$\_\_\_\_\_ per hour

Annual renewal percentage increase \_\_\_\_\_%.

#### Respectfully Submitted of:

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

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_



HOUSING AUTHORITY  
OF THE CITY OF AUSTIN

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Austin, Texas 78704

### BID PROPOSAL

**COMPLEX NAME:** Pathways at Manchaca Village  
**ADDRESS:** 3628 Manchaca Road

<b>Buildings:</b>	18	<b>Construction Type:</b>	Frame with brick
<b>Units:</b>	33	<b>Flooring Type:</b>	Luxury Vinyl Tile
<b>Levels:</b>	1	<b>Appliances:</b>	Garbage Disposal, Dishwasher, Refrigerator, Gas Range, Range Vent Hood or Microwave/ Vent Hood Combo, Dishwasher, Stackable Washer/Dryer or Washer/Dryer Combo

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 at the following HACA sites:

UNIT (# bedroom/ # bath)	Sq. Ft.	Lot 1: Cleaning, VCT Tile Flooring	Lot 2: Painting, 1 color	Discount for both Lots on same unit?
1 br/ 1 bath	408-600	\$	\$	\$
2 br/ 1 bath	610-840	\$	\$	\$
3 br/ 1 bath	730-1085	\$	\$	\$
4 br/ 1 bath	940-1350	\$	\$	\$
5 br/ 1.5 bath	1200-1500	\$	\$	\$

### Lot 3: General Maintenance

Labor rate per hour, based on the scope of work listed on III.B.3. "Lot 3"

\$\_\_\_\_\_ per hour

Annual renewal percentage increase \_\_\_\_\_%.

### Respectfully Submitted of:

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

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

HOUSING AUTHORITY  
OF THE CITY OF AUSTIN

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PAINTING & REPAIRS

Operations & Procurement Services  
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Austin, Texas 78704

### BID PROPOSAL

**COMPLEX NAME:** Pathways at Meadowbrook Homes  
**ADDRESS:** 1201 West Live Oak Street

**Buildings:** 27      **Construction Type:** Frame with brick  
**Units:** 160      **Flooring Type:** Vinyl Composite Tile  
**Levels:** 2      **Appliances:** Garbage Disposal, Refrigerator,  
Electric or Gas Range, Range Vent  
Hood or Microwave/ Vent Hood  
Combo

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 at the following HACA sites:

UNIT (# bedroom/ # bath)	Sq. Ft.	Lot 1: Cleaning, VCT Tile Flooring	Lot 2: Painting, 1 color	Discount for both Lots on same unit?
2 br/ 1 bath	610-840	\$	\$	\$
3 br/ 1 bath	730-1085	\$	\$	\$
4 br/ 1.5 bath	940-1350	\$	\$	\$
5 br/ 1.5 bath	1200-1500	\$	\$	\$

#### Lot 3: General Maintenance

Labor rate per hour, based on the scope of work listed on III.B.3. "Lot 3"  
\$ \_\_\_\_\_ per hour

Annual renewal percentage increase \_\_\_\_\_%.

#### Respectfully Submitted of:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

HOUSING AUTHORITY  
OF THE CITY OF AUSTIN

PROJECT # HACA-19-P-0232  
VACANCY CLEANING OPTIONAL  
PAINTING & REPAIRS

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1124 South I-35  
Austin, Texas 78704

### BID PROPOSAL

**COMPLEX NAME:** Pathways at Northgate West

**ADDRESS:** 9120 Northgate Blvd.

**Buildings:** 28

**Units:** 50

**Levels:** 2

**Construction Type:** Frame with brick

**Flooring Type:** Luxury Vinyl Tile

**Appliances:** Garbage Disposal, Dishwasher,  
Refrigerator, Gas Range, Range  
Vent Hood or Microwave/ Vent  
Hood Combo, Dishwasher,  
Stackable Washer/Dryer or  
Washer/Dryer Combo

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 at the following HACA sites:

UNIT (# bedroom/ # bath)	Sq. Ft.	Lot 1: Cleaning, VCT Tile Flooring	Lot 2: Painting, 1 color	Discount for both Lots on same unit?
1 br/ 1 bath	408-600	\$	\$	\$
2 br/ 1 bath	610-840	\$	\$	\$
3 br/ 1 bath	730-1085	\$	\$	\$
4 br/ 2 bath	940-1350	\$	\$	\$
5 br/ 2 bath	1200-1500	\$	\$	\$

### Lot 3: General Maintenance

Labor rate per hour, based on the scope of work listed on III.B.3. "Lot 3"

\$\_\_\_\_\_ per hour

Annual renewal percentage increase \_\_\_\_\_%.

### Respectfully Submitted of:

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

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

HOUSING AUTHORITY  
OF THE CITY OF AUSTIN

PROJECT # HACA-19-P-0232  
VACANCY CLEANING OPTIONAL  
PAINTING & REPAIRS

Operations & Procurement Services  
1124 South I-35  
Austin, Texas 78704

### BID PROPOSAL

**COMPLEX NAME:** Pathways at North Loop Apartments

**ADDRESS:** 2300 West Northloop

**Buildings:** 1

**Units:** 130

**Levels:** 5

**Construction Type:** Brick masonry

**Flooring Type:** Luxury Vinyl Tile

**Appliances:** Garbage Disposal, Dishwasher,  
Refrigerator, Ice Maker, Cooktop,  
Double Oven, Electric Range,  
Range Vent Hood or Microwave/  
Vent Hood Combo, Dishwasher,  
Stackable Washer/Dryer or  
Washer/Dryer Combo

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 at the following HACA sites:

UNIT (# bedroom/ # bath)	Sq. Ft.	Lot 1: Cleaning, VCT Tile Flooring	Lot 2: Painting, 1 color	Discount for both Lots on same unit?
1 br/ 1 bath	408-600	\$	\$	\$
2 br/ 1 bath	610-840	\$	\$	\$

### Lot 3: General Maintenance

Labor rate per hour, based on the scope of work listed on III.B.3. "Lot 3"

\$\_\_\_\_\_ per hour

Annual renewal percentage increase \_\_\_\_\_%.

### Respectfully Submitted of:

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

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

HOUSING AUTHORITY  
OF THE CITY OF AUSTIN

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1124 South I-35  
Austin, Texas 78704

### BID PROPOSAL

**COMPLEX NAME:** Pathways at Rosewood Courts

**ADDRESS:** 2001 Rosewood

**Buildings:** 25

**Units:** 119

**Levels:** 2

**Construction Type:** Frame with brick

**Flooring Type:** Vinyl Composite Tile

**Appliances:** Garbage Disposal, Refrigerator,  
Electric or Gas Range, Range Vent  
Hood or Microwave/Vent Hood  
Combo

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 at the following HACA sites:

UNIT (# bedroom/ # bath)	Sq. Ft.	Lot 1: Cleaning, VCT Tile Flooring	Lot 2: Painting, 1 color	Discount for both Lots on same unit?
0 br/ 1 bath (*Efficiency)	305-320	\$	\$	\$
1 br/ 1 bath	408-600	\$	\$	\$
2 br/ 1 bath	610-840	\$	\$	\$
3 br/ 1 bath	730-1085	\$	\$	\$
4 br/ 1 bath	940-1350	\$	\$	\$

### Lot 3: General Maintenance

Labor rate per hour, based on the scope of work listed on III.B.3. "Lot 3"

\$\_\_\_\_\_ per hour

Annual renewal percentage increase \_\_\_\_\_%.

### Respectfully Submitted of:

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

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

HOUSING AUTHORITY  
OF THE CITY OF AUSTIN

PROJECT # HACA-19-P-0232  
VACANCY CLEANING OPTIONAL  
PAINTING & REPAIRS

Operations & Procurement Services  
1124 South I-35  
Austin, Texas 78704

### BID PROPOSAL

**COMPLEX NAME:** Pathways at Salina Apartments

**ADDRESS:** 1143 Salina

**Buildings:** 5

**Construction Type:** Masonry

**Units:** 32

**Flooring Type:** Vinyl Composite Tile

**Levels:** 2

**Appliances:** Garbage Disposal, Refrigerator,  
Electric or Gas Range, Range Vent  
Hood or Microwave/ Vent Hood  
Combo

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 at the following HACA sites:

UNIT (# bedroom/ # bath)	Sq. Ft.	Lot 1: Cleaning, VCT Tile Flooring	Lot 2: Painting, 1 color	Discount for both Lots on same unit?
0 br/ 1 bath (*Efficiency)	305-320	\$	\$	\$
1 br/ 1 bath	408-600	\$	\$	\$

#### Lot 3: General Maintenance

Labor rate per hour, based on the scope of work listed on III.B.3. "Lot 3"

\$\_\_\_\_\_ per hour

Annual renewal percentage increase \_\_\_\_\_%.

#### Respectfully Submitted of:

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

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

HOUSING AUTHORITY  
OF THE CITY OF AUSTIN

PROJECT # HACA-19-P-0232  
VACANCY CLEANING OPTIONAL  
PAINTING & REPAIRS

Operations & Procurement Services  
1124 South I-35  
Austin, Texas 78704

### BID PROPOSAL

**COMPLEX NAME:** Pathways at Santa Rita

**ADDRESS:** 2341 Corta

**Buildings:** 27

**Units:** 97

**Levels:** 2

**Construction Type:** Masonry

**Flooring Type:** Vinyl Composite Tile

**Appliances:** Garbage Disposal, Refrigerator,  
Electric or Gas Range, Range Vent  
Hood or Microwave/ Vent Hood  
Combo

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 at the following HACA sites:

UNIT (# bedroom/ # bath)	Sq. Ft.	Lot 1: Cleaning, VCT Tile Flooring	Lot 2: Painting, 1 color	Discount for both Lots on same unit?
1 br/ 1 bath	408-600	\$	\$	\$
2 br/ 1 bath	610-840	\$	\$	\$
3 br/ 1 bath	730-1085	\$	\$	\$
4 br/ 1 bath	940-1350	\$	\$	\$
5 br/ 1.5 bath	1200-1500	\$	\$	\$

#### Lot 3: General Maintenance

Labor rate per hour, based on the scope of work listed on III.B.3. "Lot 3"

\$\_\_\_\_\_ per hour

Annual renewal percentage increase \_\_\_\_\_%.

#### Respectfully Submitted of:

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

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

HOUSING AUTHORITY  
OF THE CITY OF AUSTIN

PROJECT # HACA-19-P-0232  
VACANCY CLEANING OPTIONAL  
PAINTING & REPAIRS

Operations & Procurement Services  
1124 South I-35  
Austin, Texas 78704

### BID PROPOSAL

**COMPLEX NAME:** Pathways at Shadowbend Ridge  
**ADDRESS:** 6328 Shadowbend

<b>Buildings:</b>	27	<b>Construction Type:</b>	Frame with brick
<b>Units:</b>	50	<b>Flooring Type:</b>	Luxury Vinyl Tile
<b>Levels:</b>	2	<b>Appliances:</b>	Garbage Disposal, Dishwasher, Refrigerator, Gas Range, Range Vent Hood or Microwave/ Vent Hood Combo, Stackable Washer/Dryer or Washer/Dryer Combo

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 at the following HACA sites:

UNIT (# bedroom/ # bath)	Sq. Ft.	Lot 1: Cleaning, VCT Tile Flooring	Lot 2: Painting, 1 color	Discount for both Lots on same unit?
1 br/ 1 bath	408-600	\$	\$	\$
2 br/ 1 bath	610-840	\$	\$	\$
3 br/ 1 bath	730-1085	\$	\$	\$
4 br/ 2 bath	940-1350	\$	\$	\$
5 br/ 2 bath	1200-1500	\$	\$	\$

### Lot 3: General Maintenance

Labor rate per hour, based on the scope of work listed on III.B.3. "Lot 3"

\$\_\_\_\_\_ per hour

Annual renewal percentage increase \_\_\_\_\_%.

### Respectfully Submitted of:

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

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_



HOUSING AUTHORITY  
OF THE CITY OF AUSTIN

PROJECT # HACA-19-P-0232  
VACANCY CLEANING OPTIONAL  
PAINTING & REPAIRS

Operations & Procurement Services  
1124 South I-35  
Austin, Texas 78704

### BID PROPOSAL

**COMPLEX NAME:** Pathways at Thurmond Heights  
**ADDRESS:** 8426 Goldfinch Court

**Buildings:** 74      **Construction Type:** Frame with brick  
**Units:** 144      **Flooring Type:** Ceramic Tile  
**Levels:** 2      **Appliances:** Garbage Disposal, Refrigerator,  
Electric or Gas Range, Range Vent  
Hood or Microwave/ Vent Hood  
Combo

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 at the following HACA sites:

UNIT (# bedroom/ # bath)	Sq. Ft.	Lot 1: Cleaning, VCT Tile Flooring	Lot 2: Painting, 1 color	Discount for both Lots on same unit?
1 br/ 1 bath	408-600	\$	\$	\$
2 br/ 1 bath	610-840	\$	\$	\$
3 br/ 1 bath	730-1085	\$	\$	\$
4 br/ 2 bath	940-1350	\$	\$	\$

#### Lot 3: General Maintenance

Labor rate per hour, based on the scope of work listed on III.B.3. "Lot 3"

\$ \_\_\_\_\_ per hour

Annual renewal percentage increase \_\_\_\_\_%.

#### 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 \_\_\_\_\_

\_\_\_\_\_ ; and

WHEREAS, HACA in order to obtain the required services issued an invitation for bid, HACA-17-B-\_\_\_\_\_ 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-17-B-0222
  - (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 \_\_\_\_\_ 2017.

**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)

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**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.

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

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

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

## 6. Energy Efficiency

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

## 7. Disputes

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

## 8. Contract Termination; Debarment

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

## 9. Assignment of Contract

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

## 10. Certificate and Release

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

## 11. Organizational Conflicts of Interest

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

## 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

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

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

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

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

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

**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, accept 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

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

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

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

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

---

Signature & Date:

---

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)**

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

**PRINCIPALS/OWNERS**

<b>NAME</b>	<b>TITLE</b>	<b>PHONE</b>	<b>ADDRESS</b>

**BUSINESS REFERENCES**

<b>NAME</b>	<b>TITLE</b>	<b>ADDRESS</b>	<b>PHONE</b>

**REMITTANCE ADDRESS**

<b>NAME</b>			
<b>ADDRESS</b>			
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	<b>PHONE</b>
<b>EMAIL ADDRESS:</b>			

**AUTHORIZED SIGNATURE**

**TITLE**

**DATE**

5/15/15

A Fair Housing And Equal Employment Opportunity Agency

# Request for Taxpayer Identification Number and Certification

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

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

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

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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



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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

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

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

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

## Privacy Act Notice

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

## **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.