# REQUEST FOR PROPOSALS

## Smart Lock Access Control System for Public Housing Units

**RFP No. [2026-10-01]**

| | |
|---|---|
| Issue Date | October 23, 2026 |
| Deadline for Written Questions | November 16, 2026, 12 pm CT |
| Proposal Due Date and Time | November 23, 2026, at 12pm CT |
| Submit To | 721 Richardson Street<br><br>Clarksville, TN 37040 |
| Contact for This Solicitation | Ross Dennison, Modernization Coordinator<br><br>Email: rdennison@cha-tn.org Phone: (931) 291-3164 |

*This procurement is conducted in accordance with 2 CFR Part 200 (Uniform Administrative Requirements), the HUD Procurement Handbook for Public and Indian Housing Authorities (HUD Handbook 7460.8, REV 2), the Authority's Procurement Policy, and applicable Tennessee law.*

# RFP: Smart Lock Access Control System for Public Housing Units

## RFP summary and key dates

The Clarksville Housing Authority (the "Authority") seeks proposals to supply, install and support a smart lock access control system for approximately 510 public housing units and up to 15 common-area doors across four properties.

| Item | Detail |
|---|---|
| RFP number | PHA-RFP-2026-10-01 |
| Issuing office | Procurement, 721 Richardson St. Clarksville, TN 37040 |
| Contact | Ross Dennison, rdennison@cha0tn.org<br>931-291-3164 |
| Contract type | Firm fixed price for equipment and installation; unit-price for optional quantities; annual fee for software and support |
| Contract term | Initial term of [3] years, plus up to [2] one-year renewal options (total not to exceed 5 years) |

| Milestone | Date and time (local) |
|---|---|
| RFP issued | October 23, 2026 |
| Written questions due | November 16, 2026, 12 pm CT |
| Answers issued by addendum | TBD |
| Proposals due | November 23, 2026, at 12pm CT |
| Vendor demonstrations (shortlisted firms) | TBD |
| Anticipated award | 1 January 2027 |
| Pilot installation begins | 1 February 2027 |

All questions must be submitted in writing to the contracting officer. Contact with other Authority staff or Board members about this RFP during the procurement period may result in disqualification.

## Background and purpose

The Authority wants to replace mechanical keys with electronic credentials to cut rekeying costs, speed unit turnover and give residents a more secure, convenient way into their homes.

The Clarksville Housing Authority owns and manages 510 public housing units, including [family, senior and disabled] developments in Clarksville, Tennessee. Current doors use mechanical keyed locksets / mixed hardware, and the Authority rekeys roughly 100 units per year at an average cost of $6.00 per key. There are also 15 common areas in the Main Office and Maintenance Shops.

The goals of this procurement are to:

- Eliminate lock cylinder changes at move-out and allow credentials to be revoked instantly.
- Give maintenance, inspectors and emergency responders controlled, logged access without master keys.
- Improve resident safety and reduce lockouts, especially for elderly residents and residents with disabilities.
- Integrate access control with the Authority's property management and work-order systems.
- Use a system that the Authority owns and can operate without long-term vendor lock-in.

## Scope of work

The selected contractor will deliver a complete, working system: hardware, software, installation, data migration, training and ongoing support.

| Property | Address | Unit entry doors | Common-area doors | Building type |
|---|---|---|---|---|
| Amp 1<br><br>Lincoln Homes / Chapel & Market | 721 Richardson St | 264 | 6 | Residential |
| Amp 2<br><br>Summit Heights / Greenwood | 72 Richardson St | 246 | 9 | Residential |
| Total | | 510 | 15 | |

Work is phased as follows:

1. **Site survey.** Survey each door type (material, thickness, backset, prep, frame condition) and submit a door-by-door hardware schedule for Authority approval.
2. **Pilot.** Install at [25–50] units at [pilot property] and operate for [60] days. Full rollout proceeds only after the Authority accepts the pilot in writing.
3. **Full deployment.** Install remaining units by property on a schedule that limits disruption to residents, with at least [72] hours' written notice to each household.

4. **Configuration and integration.** Set up the management platform, user roles, access schedules and integrations listed in the technical requirements.
5. **Resident onboarding.** Provide printed and in-person onboarding for every household, in [English, Spanish and other languages spoken at the properties].
6. **Staff training.** Train property managers, maintenance staff and IT staff, and provide written and video training materials.
7. **Closeout.** Deliver as-built hardware schedules, credential and device inventories, warranty documentation and admin credentials.

The Authority may add optional quantities (additional units, building entrances, amenity rooms, mailrooms) at the unit prices bid, for the life of the contract.

## Technical requirements

Proposals must meet every mandatory (M) requirement; desirable (D) requirements earn additional evaluation points. Respond to each line as Comply, Partially comply or Do not comply, with an explanation.

### Lock hardware

| # | Requirement | M/D |
|---|---|---|
| H1 | Certified to ANSI/BHMA A156.40 (residential deadbolts), Grade [1 or 2], or A156.25 for electronic locksets | M |
| H2 | Fits existing door preps with no or minimal modification; vendor supplies any adapters or reinforcement | M |
| H3 | Mechanical key override on a restricted keyway controlled by the Authority | M |
| H4 | Minimum [12]-month battery life under typical use, with low-battery alerts to staff and residents | M |
| H5 | Emergency power (external 9V or USB-C jump) if batteries fail | M |
| H6 | Operates from [-20°F to 150°F] and rated for weather exposure on exterior-facing doors | M |

| # | Requirement | M/D |
|---|---|---|
| H7 | Keeps working locally (stored credentials and audit log) if network or cloud service is down | M |
| H8 | Fire-rated listing (UL 10C) where installed on rated unit entry doors | M |
| H9 | Tamper and forced-entry alerts | D |

**Credentials**

| # | Requirement | M/D |
|---|---|---|
| C1 | Supports at least two credential types: keypad PIN, encrypted fob or card, and mobile app | M |
| C2 | Residents are never required to own a smartphone; a non-phone credential is always available at no cost | M |
| C3 | Encrypted credentials (e.g., DESFire EV2/EV3 or equivalent); no 125 kHz proximity cards, which can be easily copied | M |
| C4 | Time-limited guest, caregiver and vendor codes that residents or staff can issue | D |
| C5 | Same credential works on the unit door and permitted common-area doors | D |

**Management software**

| # | Requirement | M/D |
|---|---|---|
| S1 | Web-based portal with role-based permissions (admin, property manager, maintenance, inspector) | M |

| # | Requirement | M/D |
|---|---|---|
| S2 | Instant issue and revocation of credentials; move-out revocation in under [5] minutes | M |
| S3 | Complete, exportable audit trail of every access event and admin action, retained [7] years | M |
| S4 | Multi-factor authentication for all staff accounts | M |
| S5 | Bulk actions by property, building and unit | M |
| S6 | Mobile app for staff to perform maintenance and inspection entry with logged justification | D |

**Integrations**

| # | Requirement | M/D |
|---|---|---|
| I1 | Integration or documented open API with the Authority's property management system, Yardi. | M |
| I2 | Integration with the work-order system so approved work orders grant time-limited maintenance access | D |
| I3 | Integration with the existing Vector alarm and ID badge electronic locks for Main Office | D |

**Security and data**

| # | Requirement | M/D |
|---|---|---|
| D1 | Hosting in the United States; SOC 2 Type II report (or equivalent) provided annually | M |

| # | Requirement | M/D |
|---|---|---|
| D2 | Encryption in transit (TLS 1.2 or higher) and at rest (AES-256 or equivalent) | M |
| D3 | Documented vulnerability management, patching and firmware update process at no added cost | M |
| D4 | Security incident notification to the Authority within [24] hours of discovering the incident | M |
| D5 | The Authority owns all data; full export in a standard format at any time and at contract end | M |
| D6 | Independent penetration test results from the last 12 months | D |
| D7 | Wireless protocol and hub/gateway architecture documented (e.g., BLE, Wi-Fi, Z-Wave, LoRa, cellular) | M |

## Resident protections

The system must make homes easier and safer to enter for every resident, and must never be used to monitor residents or restrict their rights.

**Accessibility.** Hardware on accessible (UFAS/Section 504) units must meet ADA Standards and UFAS: lever or push/pull operation, no tight grasping or twisting, and operable parts within reach ranges. Keypads must have tactile, backlit keys and audible feedback. The vendor must offer accommodations on request, such as hands-free or proximity entry, larger keypads, or visual alerts for residents who are deaf or hard of hearing. Mobile apps and the resident portal must conform to WCAG 2.1 Level AA.

**Language access.** Resident materials, app text and support must be available in the languages identified in the Authority's Language Access Plan.

**Privacy.** Access logs may be used only for security, maintenance, safety investigations and lease compliance as defined in written Authority policy. The vendor may not sell, share or analyze resident data for any other purpose, and may not use it for advertising or to train products for third parties. No cameras, microphones or location tracking may be built into unit locks.

**Lockouts.** Residents must have a 24/7 way back in (backup PIN, on-call staff remote unlock, or fob) at no charge. The vendor must describe its lockout process and expected time to entry.

**Emergency access.** Fire, EMS and police must have a documented emergency entry method (for example, a Knox-style key box or restricted override key) that works without power or network. Locks must allow free egress from inside at all times with a single motion.

**Staff entry.** Staff entry must follow lease notice requirements and be logged with a reason. Residents should be able to see when their door was opened by staff.

**Fair housing.** Credentials, fees and features must be the same for all households. No resident may be charged for their primary credential or first replacement.

## Installation, warranty and support

Installation must be done by factory-trained, licensed technicians, and the vendor stays responsible for the system working as specified for the full contract term.

**Installation standards.** Installers must hold any locksmith or low-voltage licenses required by the State of Tennessee and the City of Clarksville and pass the Authority's background check. Each unit install must be completed and tested the same day it starts; no household may be left without a working lock overnight. The contractor repairs any door, frame or finish damage it causes at no cost.

**Warranty.** Minimum [3]-year parts and labor warranty on locks and gateways, and [5] years on the mechanical chassis, starting at Authority acceptance of each phase. State any extended warranty options in the price form.

**Service levels.**

| Issue | Response time | Resolution target |
|---|---|---|
| System-wide outage (portal or credentials not working) | 1 hour, 24/7 | 4 hours |
| Lock failure preventing entry or exit | 2 hours, 24/7 | Same day on site |
| Single-lock or gateway malfunction | Next business day | 1 business day |
| Admin or configuration request | 1 business day | 2 business days |

- Platform uptime of at least 99.9% per month, excluding scheduled maintenance announced [5] business days ahead.
- Monthly service credits of [5–10]% of the software fee for each missed uptime or resolution target.
- Local spare-parts stock of at least [2]% of installed locks, held by the vendor or on site.
- Quarterly service reports: uptime, tickets by type, battery replacements and firmware updates applied.
- All costs associated with service calls are to be included in the total package pricing.

**Transition.** At contract end or termination, the vendor must support migration for up to [90] days, hand over all data, and ensure locks remain operable (at minimum via PIN, fob and key) without the vendor's cloud service.

## Proposal requirements

Submit one signed original and 3 copies, and one electronic copy (PDF on USB). Submit packet to the main office at 721 Richardson Street, Clarksville, TN 37040. Submission will be by the due date; late proposals will not be opened. Organize the technical proposal in the order below, with pricing sealed separately.

1. **Cover letter** signed by an officer authorized to bind the firm, including a statement that the proposal is valid for [120] days.
2. **Executive summary** (2 pages maximum).
3. **Firm qualifications**: years in business, ownership, financial capacity, and whether the proposer is the manufacturer, an authorized integrator or both. Integrators must include the manufacturer's authorization letter.
4. **Relevant experience**: at least [3] references from multifamily or public housing clients with [500]+ installed units, including contact names and phone numbers.
5. **Technical approach**: proposed products with cut sheets and certifications, system architecture, and a completed requirements compliance matrix (Attachment C).
6. **Resident protections**: approach to accessibility, language access, privacy, lockouts and emergency access.
7. **Project plan**: pilot plan, deployment schedule, staffing, resident communication and training plan.
8. **Key personnel**: project manager and lead technician résumés, licenses and certifications.
9. **Support and warranty**: support model, SLAs, warranty terms and local service presence.
10. **Security documentation**: SOC 2 report or equivalent, data handling policy, sample data processing agreement.
11. **Section 3 plan**: how the proposer will hire and train low-income residents or contract with Section 3 businesses.
12. **Required forms** (Attachment B).
13. **Price proposal** (Attachment A), in a separate sealed envelope or file.
14. Submit one original and 3 copies in a sealed package. Late proposals will not be considered.

Proposers must disclose all recurring fees, including per-lock or per-unit software fees, gateway connectivity charges and mobile app fees. Costs not shown on the price form will not be paid.

## Evaluation and award

The contract will be awarded to the responsible proposer whose proposal is most advantageous to the Authority, with price and other factors considered, under a competitive proposal procurement per 2 CFR 200.320(b)(2) and the Authority's procurement policy.

Proposals that fail any mandatory requirement or omit required forms may be found non-responsive. An evaluation committee will score responsive proposals as follows:

| Criterion | Points |
|---|---|
| Technical solution and compliance with requirements | 25 |
| Security, privacy and data ownership | 15 |

| Criterion | Points |
|---|---|
| Accessibility and resident experience | 15 |
| Experience, references and key personnel | 15 |
| Implementation plan, support and warranty | 10 |
| Total cost of ownership over 5 years | 20 |
| Subtotal | 100 |
| Section 3 business preference | Up to [5] bonus |

Price is scored as 5-year total cost of ownership: hardware, installation, software, support and batteries. The lowest total earns 20 points; others earn (lowest total ÷ proposer's total) × 20.

The Authority may invite the top-ranked proposers to demonstrate their system, including a hands-on test with resident representatives, and may re-score after demonstrations. The Authority may negotiate with one or more proposers in the competitive range, request best and final offers, reject any or all proposals, and waive minor irregularities.

## Federal requirements and contract terms

This contract is funded in whole or part by HUD, so federal procurement rules and HUD contract clauses apply. The Authority's counsel should confirm which items below apply given the funding source and whether installation is classed as construction or modernization.

- **Procurement standards.** 2 CFR Part 200 (200.317–200.327), HUD Procurement Handbook 7460.8 REV-2, and the Authority's procurement policy.
- **HUD forms and clauses.** HUD-5369-B (Instructions to Offerors, Non-Construction) and HUD-5370-C (General Conditions for Non-Construction Contracts), or HUD-5369 and HUD-5370 if the work is determined to be construction.
- **Labor standards.** Davis-Bacon prevailing wages if installation is funded as Capital Fund modernization, or HUD-determined wage rates for maintenance work, as applicable. Certified payrolls required where wage rates apply.
- **Section 3.** Compliance with 24 CFR Part 75, including reporting of labor hours worked by Section 3 and Targeted Section 3 workers.
- **Prohibited telecom equipment.** No equipment or services covered by 2 CFR 200.216 (Section 889 of the FY2019 NDAA), including components from Huawei, ZTE, Hytera, Hikvision or Dahua. Proposers must certify compliance for locks, gateways and hosting.
- **Build America, Buy America.** Compliance with BABA domestic-content requirements to the extent HUD applies them to this funding, or identification of any waiver relied on.
- **Debarment.** Proposers and subcontractors must be active in SAM.gov and not suspended or debarred.
- **Bonding.** If the work is classed as construction over the simplified acquisition threshold: 5% bid guarantee and 100% performance and payment bonds.

- **Insurance.** Commercial general liability [$1M per occurrence / $2M aggregate], auto [$1M], workers' compensation (statutory), and cyber liability [$2M+], naming the Authority as additional insured.
- **Other terms.** Equal opportunity, access to records for [3] years after closeout, termination for convenience and for default, no assignment without consent, and a data processing agreement covering resident data.

## Pricing form and attachments

Proposers must price every line in Attachment A; the Authority will use these figures to calculate 5-year total cost of ownership.

| Line | Item | Unit | Qty | Unit price | Extended price |
|---|---|---|---|---|---|
| 1 | Site survey and hardware schedule | Lump sum | 1 | | |
| 2 | Unit entry smart lock, furnished and installed | Each | 510 | | |
| 3 | Common-area access control door, furnished and installed | Each | | | |
| 4 | Gateways or hubs, furnished and installed | Each | | | |
| 5 | Credentials (fobs or cards) | Each | | | |
| 6 | Door prep, reinforcement or adapter work (if needed) | Each | | | |
| 7 | Software, hosting and mobile apps, year 1 | Per unit per year | | | |

| Line | Item | Unit | Qty | Unit price | Extended price |
|---|---|---|---|---|---|
| 8 | Software, hosting and mobile apps, years 2–5 | Per unit per year | | | |
| 9 | Integrations (PMS, work orders) setup | Lump sum | 1 | | |
| 10 | Staff training and resident onboarding | Lump sum | 1 | | |
| 11 | Replacement batteries, 5-year supply | Per lock | | | |
| 12 | Extended warranty (optional) | Per lock per year | | | |
| | 5-year total cost of ownership | | | | |

Attachments issued with this RFP:

- Attachment A: Price proposal form (above)
- Attachment B: Required forms: HUD-5369-B, HUD-5369-C (Certifications and Representations of Offerors), non-collusive affidavit, certification regarding lobbying and SF-LLL, Section 889 certification, conflict of interest disclosure, Section 3 forms, W-9
- Attachment C: Requirements compliance matrix
- Attachment D: Property list, unit counts and door hardware survey data
- Attachment E: HUD-5370-C or HUD-5370 General Conditions

## Attachment B: Required Forms

Complete, sign and return every form listed below with your proposal. Missing or unsigned forms may make your proposal non-responsive.

| Form | Title | Source |
|---|---|---|
| B-1 | HUD-5369-B, Instructions to Offerors (Non-Construction) | HUD form, attached separately |
| B-2 | HUD-5369-C, Certifications and Representations of Offerors (Non-Construction) | HUD form, attached separately |
| B-3 | Non-Collusive Affidavit (notarized) | This attachment |
| B-4 | SF-LLL, Disclosure of Lobbying Activities (complete only if applicable) | Federal form, attached separately |
| B-5 | Section 889 Certification: Prohibited Telecommunications and Video Surveillance Equipment | This attachment |
| B-6 | Conflict of Interest Disclosure | This attachment |
| B-7 | Section 3 Forms: Business Self-Certification and Section 3 Plan | This attachment |
| B-8 | IRS Form W-9, Request for Taxpayer Identification Number | IRS form, attached separately |

## Form B-3: Non-Collusive Affidavit

This affidavit must be signed by an officer of the proposer authorized to bind the firm and notarized.

State of _____

County of _____

I, _____, being first duly sworn, state that:

1. I am the _____ (title) of _____ (company), the proposer that submitted the attached proposal, and I am authorized to make this affidavit.
2. I am fully informed about the preparation and contents of the proposal and all relevant circumstances.
3. The proposal is genuine and is not collusive or a sham.
4. Neither the proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has colluded, conspired or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal, or to refrain from submitting a proposal, in connection with this RFP.
5. The prices in the proposal were arrived at independently, without consultation, communication or agreement with any other proposer or competitor, and have not been knowingly disclosed to any other proposer or competitor before the proposal due date.
6. No attempt has been made to induce any other person or firm to submit or not submit a proposal in order to restrict competition.
7. The prices in the proposal are fair and proper and are not tainted by collusion, conspiracy or unlawful agreement by the proposer or any of its agents, representatives, owners, employees or parties in interest.

**Affiant**

Signature _____

Printed name _____

Title _____

Company _____

Date _____

**Notary**

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public signature _____

Printed name _____

My commission expires _____

(Seal)

# Form B-5: Section 889 Certification

**Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services**

Under 2 CFR 200.216 and Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232), the Authority may not use federal funds to buy or obtain covered telecommunications equipment or services. Covered equipment and services include telecommunications or video surveillance equipment or services produced or provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any of their subsidiaries or affiliates.

| | |
|---|---|
| Proposer (company legal name) | |
| Address | |
| Authorized representative | |
| Title | |

**The proposer certifies (check one):**

☐ **A.** The proposer will **not** provide any covered telecommunications equipment or services in performing this contract. This includes locks, credential readers, gateways, hubs, cellular or radio modules, cameras, software, hosting and any other component or service.

☐ **B.** The proposer **will** provide covered telecommunications equipment or services. The proposer has disclosed them in the table below. Proposals that check B may be found non-responsive.

The proposer further certifies that it has made a reasonable inquiry, including of its manufacturers and suppliers. It will notify the Authority in writing within five business days if it learns during the contract that any covered equipment or services have been provided, and it will include this requirement in all subcontracts and supply agreements.

## Main system components

List the manufacturer and country of manufacture for each main component you propose.

| Component | Manufacturer and model | Country of manufacture |
|---|---|---|
| Unit entry lock | | |
| Common-area reader or controller | | |
| Gateway or hub | | |
| Cellular or radio module | | |
| Credentials (fobs or cards) | | |

| Component | Manufacturer and model | Country of manufacture |
|---|---|---|
| Cloud hosting provider | | |

## Disclosure (complete only if you checked B)

| Component or service | Manufacturer and model | Covered entity involved |
|---|---|---|
| | | |
| | | |

**Signature of authorized representative**

Signature _____

Printed name _____

Title _____

Company _____

Date _____

## Form B-6: Conflict of Interest Disclosure

Federal rules (2 CFR 200.318(c)(1)) and the Authority's procurement policy bar any Authority employee, officer, agent or Board member from taking part in selecting or administering a contract if a conflict of interest exists. A conflict exists when that person, a member of their immediate family, their partner, or an organization that employs or is about to employ any of them has a financial or other interest in, or receives a personal benefit from, a firm being considered for the contract. Proposers must disclose any relationship that could create an actual or apparent conflict.

**Immediate family** means a spouse or domestic partner, parent, child, sibling, grandparent or grandchild, any of their spouses, or anyone living in the same household.

| | |
|---|---|
| Proposer (company legal name) | _____ |
| Address | _____ |
| Authorized representative | _____ |
| Title | _____ |

| Question | Yes | No |
|---|---|---|
| 1. Does any current Authority Board member, officer, employee or agent, or any member of their immediate family, own part of, work for, or have a financial relationship with your firm or any proposed subcontractor? | ☐ | ☐ |
| 2. Has any former Authority Board member, officer or employee who left the Authority within the past [one year] worked on this proposal, or will they work on this contract? | ☐ | ☐ |
| 3. Does any owner, officer or employee of your firm or any proposed subcontractor have a family or business relationship with any Authority Board member, officer or employee? | ☐ | ☐ |
| 4. In the past [12 months], has your firm, or anyone acting for it, offered or given any gift, gratuity, favor, entertainment or anything of monetary value to any Authority Board member, officer or employee? | ☐ | ☐ |
| 5. Did your firm, or any affiliate or proposed subcontractor, help prepare or advise on this RFP, its specifications or its evaluation criteria? | ☐ | ☐ |
| 6. Does your firm have any other relationship or interest that could appear to affect its objectivity or give it an unfair competitive advantage? | ☐ | ☐ |

**If you answered Yes to any question, explain below.** Give the question number, the names of the people involved and the nature of the relationship. Attach additional pages if needed.

The proposer certifies that this disclosure is complete and true. The proposer will notify the Authority in writing within [five] business days if a conflict arises during this procurement or the contract. Failure to disclose a conflict may result in disqualification or termination of the contract.

**Signature of authorized representative**

| | |
|---|---|
| Signature | |
| Printed name | |
| Title | |
| Company | |
| Date | |

# Form B-7: Section 3 Forms

This contract is subject to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and HUD's regulations at 24 CFR Part 75. Section 3 requires that, to the greatest extent feasible, jobs, training and contracting opportunities created by HUD public housing assistance go to low- and very low-income persons, especially public housing residents, and to businesses that employ them.

- **Part A** is required only for proposers claiming the Section 3 business preference.
- **Part B** is required from all proposers.

## Definitions (24 CFR 75.5)

- **Section 3 worker:** a worker whose income for the previous or current year is below HUD's income limit for low-income persons; or a worker employed by a Section 3 business concern; or a YouthBuild participant.
- **Targeted Section 3 worker** (public housing): a Section 3 worker who is employed by a Section 3 business concern, or who currently is, or when hired was, a resident of public housing or Section 8-assisted housing, a resident of other public housing or Section 8-assisted housing managed by the Authority, or a YouthBuild participant.

| | |
|---|---|
| Proposer (company legal name) | _____ |
| Address | _____ |
| Authorized representative | _____ |
| Title | _____ |

## Part A: Section 3 Business Concern Self-Certification

The proposer certifies that it is a Section 3 business concern under 24 CFR 75.5 because it meets at least one of the following (check all that apply):

☐ At least 51 percent owned and controlled by low- or very low-income persons.

☐ More than 75 percent of the labor hours performed for the business over the prior three months were performed by Section 3 workers.

☐ At least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

**Attach supporting documentation**, as it applies: ownership documents showing percentage of ownership; income certification or proof of public housing or Section 8 residency for the owners; and payroll records showing labor hours worked by Section 3 workers over the past three months.

The Authority may verify this certification. A false certification may result in disqualification and other penalties under federal law.

## Part B: Section 3 Plan

HUD's benchmarks for public housing projects are that at least [25] percent of total labor hours are worked by Section 3 workers and at least [5] percent by Targeted Section 3 workers. Describe how your firm will work toward these benchmarks on this contract.

### B1. Estimated labor hours for this contract

| | Hours | Percent of total |
|---|---|---|
| Total labor hours (all workers) | | 100% |
| Hours by Section 3 workers | | |
| Hours by Targeted Section 3 workers | | |

### B2. Planned hiring and training

| Position | Number | Hourly wage | Est. hours | How you will recruit |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

### B3. Subcontracting with Section 3 business concerns

| Subcontractor | Work to be performed | Est. amount ($) | Section 3 business? (Y/N) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

**B4. Outreach efforts.** If you may not meet the benchmarks, describe what you will do to reach Section 3 workers and businesses. Examples: job fairs with the Authority, sharing openings with the Authority's resident services office, training residents, or working with YouthBuild or local workforce boards.

| |
|---|
| |

**If awarded the contract, the proposer agrees to:**

- report labor hours for all workers, Section 3 workers and Targeted Section 3 workers [quarterly] on the form the Authority provides;
- notify the Authority's resident services office of job openings before advertising them publicly; and
- include Section 3 requirements in every subcontract.

**Signature of authorized representative**

| | |
|---|---|
| Signature | _____ |
| Printed name | _____ |
| Title | _____ |
| Company | _____ |
| Date | _____ |

# Attachment C: Requirements Compliance Matrix

Complete this matrix and include it in Section 5 (Technical approach) of your proposal. For every requirement:

- Check one response: Comply, Partial (partially comply) or Do not comply.
- Explain how your proposed system meets the requirement. A "Comply" with no explanation will be scored as not addressed.
- Give the page number in your proposal where supporting documentation can be found.

**M = mandatory.** Failing to meet a mandatory requirement may make your proposal non-responsive. **D = desirable;** meeting it earns additional evaluation points. Do not change the wording of any requirement. List any exceptions or assumptions in the table at the end.

Proposer (company legal name) _____

Proposed system (manufacturer and product line) _____

| Ref | Requirement | M/D | Response | Explanation (how your system meets it) | Proposal page |
|---|---|---|---|---|---|
| **Lock hardware** | | | | | |
| **H1** | Certified to ANSI/BHMA A156.40 (residential deadbolts), Grade [1 or 2], or A156.25 for electronic locksets. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **H2** | Fits existing door preps with no or minimal modification; vendor supplies any adapters or reinforcement. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **H3** | Mechanical key override on a restricted keyway controlled by the Authority. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |

| Ref | Requirement | M/D | Response | Explanation (how your system meets it) | Proposal page |
|---|---|---|---|---|---|
| **H4** | Minimum [12]-month battery life under typical use, with low-battery alerts to staff and residents. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **H5** | Emergency power (external 9V or USB-C jump) if batteries fail. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **H6** | Operates from [-20°F to 150°F] and rated for weather exposure on exterior-facing doors. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **H7** | Keeps working locally (stored credentials and audit log) if the network or cloud service is down. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **H8** | Fire-rated listing (UL 10C) where installed on rated unit entry doors. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **H9** | Tamper and forced-entry alerts. | D | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **Credentials** | | | | | |
| **C1** | Supports at least two credential types: keypad PIN, encrypted fob or card, and mobile app. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **C2** | Residents are never required to own a smartphone; a non-phone credential is always available at no cost. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |

| Ref | Requirement | M/D | Response | Explanation (how your system meets it) | Proposal page |
|---|---|---|---|---|---|
| **C3** | Encrypted credentials (e.g., DESFire EV2/EV3 or equivalent); no 125 kHz proximity cards. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **C4** | Time-limited guest, caregiver and vendor codes that residents or staff can issue. | D | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **C5** | Same credential works on the unit door and permitted common-area doors. | D | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **Management software** | | | | | |
| **S1** | Web-based portal with role-based permissions (admin, property manager, maintenance, inspector). | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **S2** | Instant issue and revocation of credentials; move-out revocation in under [5] minutes. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **S3** | Complete, exportable audit trail of every access event and admin action, retained [7] years. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **S4** | Multi-factor authentication for all staff accounts. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **S5** | Bulk actions by property, building and unit. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |

| Ref | Requirement | M/D | Response | Explanation (how your system meets it) | Proposal page |
|---|---|---|---|---|---|
| **S6** | Mobile app for staff to perform maintenance and inspection entry with logged justification. | D | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **Integrations** | | | | | |
| **I1** | Integration or documented open API with the Authority's property management system, Yardi. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **I2** | Integration with the work-order system so approved work orders grant time-limited maintenance access. | D | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **I3** | Integration with the existing Vector alarm and ID badge electronic locks for Main Office | D | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **Security and data** | | | | | |
| **D1** | Hosting in the United States; SOC 2 Type II report (or equivalent) provided annually. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **D2** | Encryption in transit (TLS 1.2 or higher) and at rest (AES-256 or equivalent). | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **D3** | Documented vulnerability management, patching and firmware update process at no added cost. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |

| Ref | Requirement | M/D | Response | Explanation (how your system meets it) | Proposal page |
|---|---|---|---|---|---|
| **D4** | Security incident notification to the Authority within [24] hours of discovering the incident. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **D5** | The Authority owns all data; full export in a standard format at any time and at contract end. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **D6** | Independent penetration test results from the last 12 months. | D | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **D7** | Wireless protocol and hub/gateway architecture documented (e.g., BLE, Wi-Fi, Z-Wave, LoRa, cellular). | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **Resident protections** | | | | | |
| **RP1** | Accessibility: hardware on accessible (UFAS/Section 504) units meets ADA Standards and UFAS; tactile, backlit keypads with audible feedback; accommodations offered on request; apps and resident portal conform to WCAG 2.1 Level AA. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **RP2** | Language access: resident materials, app text and support available in the languages in the Authority's Language Access Plan. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **RP3** | Privacy: access logs used only for purposes in Authority policy; no sale, sharing or analysis of resident data for other purposes; no cameras, microphones or location tracking in unit locks. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |

| Ref | Requirement | M/D | Response | Explanation (how your system meets it) | Proposal page |
|---|---|---|---|---|---|
| **RP4** | Lockouts: residents have a 24/7 way back in at no charge; vendor describes its lockout process and expected time to entry. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **RP5** | Emergency access: documented emergency entry for fire, EMS and police that works without power or network; free egress from inside with a single motion. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **RP6** | Staff entry follows lease notice requirements and is logged with a reason. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **RP7** | Residents can see when their door was opened by staff. | D | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **RP8** | Fair housing: same credentials, fees and features for all households; no charge for a resident's primary credential or first replacement. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **Installation, warranty and support** | | | | | |
| **IS1** | Installers hold licenses required by the State of Tennessee and the City of Clarksville and pass the Authority's background check. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **IS2** | Each unit installation completed and tested the same day it starts; no household left without a working lock overnight. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |

| Ref | Requirement | M/D | Response | Explanation (how your system meets it) | Proposal page |
|---|---|---|---|---|---|
| **IS3** | Contractor repairs any door, frame or finish damage it causes at no cost. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **IS4** | Warranty: minimum [3]-year parts and labor on locks and gateways; [5] years on the mechanical chassis. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **IS5** | Meets RFP service levels: outage 1 hr response / 4 hr resolution; lock failure 2 hr / same day on site; single lock or gateway next business day / 1 business day; admin request 1 / 2 business days. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **IS6** | Platform uptime of at least 99.9% per month, excluding maintenance announced [5] business days ahead. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **IS7** | Monthly service credits of [5–10]% of the software fee for each missed uptime or resolution target. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **IS8** | Local spare-parts stock of at least [2]% of installed locks. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **IS9** | Quarterly service reports: uptime, tickets by type, battery replacements and firmware updates. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |
| **IS10** | Transition: up to [90] days of migration support, full data handover, and locks operable by PIN, fob and key without the vendor's cloud service. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |

| Ref | Requirement | M/D | Response | Explanation (how your system meets it) | Proposal page |
|---|---|---|---|---|---|
| **Federal requirements** | | | | | |
| **F1** | No covered telecommunications or video surveillance equipment or services (2 CFR 200.216 / Section 889). See Form B-5. | M | ☐ Comply<br>☐ Partial<br>☐ Do not comply | | |

**Exceptions and assumptions**

List any requirement your proposal does not fully meet, or any assumption your response depends on. Exceptions not listed here will not be accepted.

| # | Requirement ref | Exception or assumption | Reason |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

**Signature of authorized representative**

Signature _____

Printed name _____

Title _____

Company _____

Date _____

# Attachment D: Property List and Door Hardware Survey

This attachment gives proposers the property and door information they need to price the work. Figures are the Authority's best current information. The selected contractor will verify every door during the site survey (Scope of Work, step 1), and quantities may be adjusted at the unit prices bid.

AUTHORITY STAFF: HOW TO COMPLETE THIS ATTACHMENT (delete this box before issuing)
1. Part 1: fill in from Yardi, or from HUD PIC (IMS/PIC) or the Capital Fund 5-Year Plan if Yardi is unavailable. Totals must match the RFP: 510 unit entry doors and 15 common-area doors.
2. Part 2: complete with maintenance staff. Use one row per door type at each property, not one row per door.
3. Part 3: answer for each property; "unknown" is acceptable.
4. Attach 2–3 photos of a typical unit entry door at each property: outside face, inside face, and the door edge showing the lock.

## Part 1: Property list

| Property name | Address | Dev. / AMP no. | Building type | No. of buildings | Units | Unit entry doors | Common-area doors | Accessible (504) units | Year built |
|---|---|---|---|---|---|---|---|---|---|
| Lincoln Homes | 721 Richardson St | 1 | Row or Townhouse Style (Sep Entrances) | 84 | 264 | 2 each | 6 | 15 | 1952 |
| Summit Heights | 721 Richardson St | 2 | Row or Townhouse Style (Sep Entrances) | 60 | 246 | 2 each | 9 | 17 | 1952 |
| **Total** | | | | | **510** | **1,020** | | | |

*Building type: garden, townhouse, mid-rise, high-rise or scattered site. Note any properties designated for seniors or persons with disabilities.*

## Part 2: Door hardware survey

One row per door type at each property.

| Property | Door location | Qty | Door material | Door thickness | Fire-rated? (rating) | Existing lock type | Door prep | Exterior-facing? | Condition / notes |
|---|---|---|---|---|---|---|---|---|---|
| Amp 1 | Front/Rear | 528 (Front and Rear) | Steel | 1 ¾” | Steel Door 3 Hours | Deadbolt (Falcon) | N/A | Yes | |
| Amp 2 | Front/Rear | 360 (Front and Rear) | Steel | 1 ¾” | Steel Door 3 Hours | Deadbolt (Falcon) | N/A | Yes | |
| Amp 2 | Front/Rear | 132 (Front and Rear) | Bldg. 21-38 have wood doors | 1 ¾” | Wood Door 1 Hour | Deadbolt (Falcon) | N/A | Yes | |
| Main Office | Front Main Doors | 1 | Steel | 1 ¾” | Steel Door 3 Hours | Deadbolt (U.S. Lock) | N/A | Yes | |
| Main Office | Rear Exits | 2 (Main floor and basement) | Steel | 1 ¾” | Steel Door 3 Hours | Deadbolt (Falcon) Electronic ID Card Pad | N/A | Yes | |
| Main Office | Interior Lobby Doors | 2 | Wood | 1 ¾” | Wood Door 1 Hour | Electronic ID Card Pad and Door key Lock (Falcon) | N/A | No | |
| | | **Total: 1,025** | | | | | | | |

*Door location: unit entry, building entry, community room, laundry, mailroom, office, other. Door material: wood (solid or hollow core), hollow metal, fiberglass, other. Existing lock type: knob and deadbolt, lever and deadbolt, mortise, other. Door prep: cylindrical (bored) or mortise.*

## Part 3: Site conditions

| Question | Lincoln Homes | Summit Heights | | |
|---|---|---|---|---|
| Number of floors / elevator (Y/N) | 1 and 2 Floor Units<br>No Elevators | 1 and 2 Units<br>No Elevators | | |
| Wall construction (wood frame, masonry, concrete) | Concrete/Drywall/Brick | Concrete/Drywall/Brick | | |
| Cellular signal inside buildings (good, fair, poor) | Fair | Fair | | |
| Power outlets available in hallways or common areas for gateways (Y/N) | Y | Y | | |
| Existing building entry, intercom or access control system (make and model) | N | N | | |
| Existing master key system (Y/N, manufacturer) | Y<br>Master Keys cut for all deadbolts | Y<br>Master Keys cut for all deadbolts | | |
| Other notes (occupancy, access restrictions, known door problems) | | | | |

**Photos**
Photos of a typical unit entry door at each property are attached as pages 36 through 43.

## Residential Front Doors



# Residential Rear Doors



# Door Edge



**Security System Access Panel Main Office by Rear Door (Interior)**



## Main Office Entrance





## Main Office Rear Entrances (x2)



## Main Office Interior Lobby Doors (x2)



# Attachment E: HUD Form 5370-C

# 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. 1/01/2014)

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

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

1) **Non-construction contracts** (*without* maintenance) **greater than $100,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than $2,000 but not more than $100,000 - use Section II**; and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $100,000 – use Sections I and II.**

==========

**Section I - Clauses for All Non-Construction Contracts greater than $100,000**

==========

**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 been titled 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 there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

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

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

**8. Contract Termination; Debarment**

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 pubic 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) Prohibitio n.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

**16. Equal Employment Opportunity**

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**17. Dissemination or Disclosure of Information**

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

**18. Contractor's Status**

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

**19. Other Contractors**

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

**20. Liens**

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

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**22. Procurement of Recovered Materials**

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

## Separate Attachments from Attachment B:

B-1: HUD-5369-B, Instructions to Offerors (Non-Construction)

B-2: HUD-5369-C, Certifications and Representations of Offerors (Non-Construction)

B-4: SF-LLL, Disclosure of Lobbying Activities (complete only if applicable)

B-8: IRS Form W-9, Request for Taxpayer Identification Number

# 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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

**1. Contingent Fee Representation and Agreement**

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that—

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

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

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

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

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

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(l) 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:

_____

# DISCLOSURE OF LOBBYING ACTIVITIES

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352**

OMB Number: 4040-0013
Expiration Date: 06/30/2028

**1. * Type of Federal Action:**

- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

**2. * Status of Federal Action:**

- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

**3. * Report Type:**

- [x] a. initial filing
- [ ] b. material change

**4. Name and Address of Reporting Entity:**

- [x] Prime
- [ ] SubAwardee

** Name*

** Street 1* *Street 2*

** City* *State* *Zip*

Congressional District, if known:

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

**6. * Federal Department/Agency:**

**7. * Federal Program Name/Description:**

Assistance Listing Number, *if applicable:*

**8. Federal Action Number,** *if known:*

**9. Award Amount,** *if known:*

$

**10. a. Name and Address of Lobbying Registrant:**

*Prefix* ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

**b. Individual Performing Services** (including address if different from No. 10a)

*Prefix* ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** *Prefix* ** First Name* *Middle Name*

** Last Name* *Suffix*

**Title:** **Telephone No.:** **Date:** Completed on submission to Grants.gov

**Federal Use Only:**

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**Print or type.** See ***Specific Instructions*** on page 3.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

**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. See also *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*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**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 their 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 their 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, but are not limited to, 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, as described in item 4 under "*By signing the filled-out form*" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

### Line 3a

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

| IF the entity/individual on line 1 is a(n) . . . | THEN check the box for . . . |
|---|---|
| • Corporation | Corporation. |
| • Individual or<br>• Sole proprietorship | Individual/sole proprietor. |
| • LLC classified as a partnership for U.S. federal tax purposes or<br>• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation | Limited liability company and enter the appropriate tax classification:<br>P = Partnership,<br>C = C corporation, or<br>S = S corporation. |
| • Partnership | Partnership. |
| • Trust/estate | Trust/estate. |

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### 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 on 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 territory, 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 territory.

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 as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

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

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

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 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/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))** | The grantor* |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity[4] |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))** | The trust |

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

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

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 800-829-4059.

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

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

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

Go to *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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.