



FORT WORTH HOUSING SOLUTIONS (FWHS)

RFP NO. 2024-100

Yardi Conversion Project Manager and Implementation Consultant

Release Date: Thursday, March 21, 2024

RFP Due Date: Tuesday, May 07, 2024, at 1:00 p.m. Central



SCHEDULE OF EVENTS

REQUEST FOR PROPOSAL

RFP NO. 2024-100 YARDI CONVERSION PROJECT MANAGER AND IMPLEMENTATION CONSULTANT

<b>PRE-SUBMISSION VIRTUAL MEETING</b>	
<b>DATE &amp; TIME:</b>	Tuesday April 09, 2024, at 1:00 p.m. Central
<b>MEETING LINK:</b>	<b>Join on your computer, mobile app or room device</b> <a href="#">Click here to join the meeting</a> Meeting ID: 295 652 998 544 Passcode: zk5N2C <a href="#">Download Teams</a>   <a href="#">Join on the web</a> <b>Or call in (audio only)</b> <a href="#">+1 872-222-5939,,44892514#</a> United States, Chicago Phone Conference ID: 448 925 14# <a href="#">Find a local number</a>   <a href="#">Reset PIN</a>
<b>RFP QUESTIONS &amp; CLARIFICATION DEADLINE</b>	
<b>DATE &amp; TIME:</b>	Tuesday, April 16, 2024, before or by 1:00 p.m. Central
<b>SEND TO:</b>	All questions for the RFP must be submitted in writing through Bonfire at <a href="https://fwhs.bonfirehub.com">https://fwhs.bonfirehub.com</a>
<b>ELECTRONIC SUBMISSION (Late responses will not be accepted)</b>	
<b>DUE DATE&amp; TIME:</b>	Tuesday, May 07, 2024, at 1:00 p.m. Central
<b>PROPOSAL UPLOAD LINK:</b>	<a href="https://fwhs.bonfirehub.com">https://fwhs.bonfirehub.com</a>
FWHS reserves the right to reject any or all RFPs. MBE/WBE firms are encouraged to submit RFPs.	

\*\*\* Fort Worth Housing Solutions reserves the right at its sole discretion to amend any or all of the dates associated with the schedule of events. \*\*\*

FWHS Procurement Department  
817-333-2103

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## I. INTRODUCTION

Housing Authority of the City of Fort Worth, Texas, dba Fort Worth Housing Solutions (FWHS) is pleased to issue this Request for Proposal (RFP) for Yardi Conversion Project Manager and Implementation Consultant. MBE/WBE firms are encouraged to submit proposals.

FWHS is soliciting sealed proposals from interested and qualified consulting firms for Yardi Conversion Project Manager and Implementation Consulting Services to provide project oversight and advisory services related to the implementation of Yardi Voyager. The project, cost proposals, and contracts will be split into the following phases:

- Phase I – Needs Assessment, Preparation and Planning
- Phase II – Implementation Project Management Services
- Phase III – Training, Go-Live & Post Go-Live Support

## BACKGROUND

FWHS is changing the face of affordable and attainable housing opportunities by providing mixed-income rental and homeownership possibilities that enable our clients to flourish in the community. FWHS accomplishes this by assisting our clients in elevating themselves to the next level of self-sufficiency and personal responsibility through life-changing programs. Through its real estate development program, FWHS also delivers stable investment opportunities for our development partners.

Learn more about Fort Worth Housing Solutions at <http://www.fwhs.org>.

Notice: Contact with members of the FWHS Board of Commissioners, officers, and/or employees other than the contact person shown in the RFP, by any prospective Respondent, after the publication of the RFP and prior to the execution of a contract with the successful Respondent(s) could result in disqualification of your proposal. In fairness to all prospective Respondent(s) during the RFP process, FWHS will not meet with anyone representing a potential provider of these services to discuss this RFP outside the scheduled pre-proposal meeting. An addendum will be issued to address all questions/concerns to ensure no Respondent has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

## II. SCOPE OF SERVICES

FWHS performed a needs assessment to identify different Enterprise Management Planning (ERP) systems and software packages to determine the best fit for the functions performed in the Agency. Initial priority was placed upon Financial, Inventory and Fixed Asset Management, Procurement functions, Voucher and Special Programs Management, Inspections, Tenant/Landlord Online Portal, Enhanced and Customizable Reporting and Custom Letter capabilities. FWHS is not considering implementing Yardi's Property Management functionality/modules at this time.

After several module demonstrations, conversations with similar Public Housing Authorities (PHAs) and Internal discovery sessions, Yardi Voyager was identified as a viable solution for the Agency needs. FWHS requires the assistance of a consultant to provide project management, implementation, training, and technical support based on the outlined services in this document.

The selected respondent must furnish sufficient organization, personnel and management staff with the necessary skill and judgment to perform all duties and responsibilities normally associated with a Yardi Conversion Project Manager and Implementation Consultant Services servicing a large organization with public funds and federal reporting requirements.

A. Phase I – Needs Assessment, Preparation and Planning

1. Identify Agency’s current IT resources, infrastructure, long-term goals, and system needs through a systematic and detailed assessment methodology. This methodology will include but is not limited to:
  - a. The use of industry-standard assessment tools and frameworks to evaluate the current IT infrastructure and software capabilities.
  - b. Employing best practice techniques in gathering and analyzing data regarding the agency's IT ecosystem.
  - c. Defining criteria for evaluation that align with the Agency’s strategic objectives and operational needs, ensuring that all recommendations for the Yardi Voyager conversion are grounded in a robust understanding of the agency's present environment and future IT trajectory.
2. Acquire understanding and document FWHS’s business workflows to develop a conversion implementation plan. The documentation should encompass:
  - a. Housing Choice Voucher (HCV) programs and Tenant and lease management workflows, including application processing, rent calculations, lease renewals, and compliance with United States Department of Housing and Urban Development (HUD) regulations.
  - b. Financial management processes such as accounts payable, accounts receivable, general ledger, budgeting, and reporting to ensure alignment with Public Housing Authority (PHA) financial operations and reporting requirements.
  - c. Maintenance and operations workflows, detailing the processes for work order management, unit inspections, and preventive maintenance scheduling.
  - d. Procedures for handling HCV, including payment standards, utility allowance, and inspections.
  - e. Any additional Yardi-specific workflows such as automated subsidy processing, electronic document management, and use of Yardi's analytics for operational insights.
3. Conduct a comprehensive needs assessment to evaluate current operational workflows, specific user requirements, data integrity, and opportunities for optimization to inform the conversion and implementation plan.
4. Provide a written conversion/implementation plan that includes at the minimum:
  - a. A written recommendation that incorporates specifications for software customization, modules, systems integration, data conversion plan management, reporting and processes optimization.
  - b. Data Conversion Plan must reflect FWHS existing database environment and should, at a minimum, address the following:
    - i. Database Entity Relationship Diagram (ERD)

- ii. Project stages, milestones, and resources.
  - iii. Conversion/migration approach
  - iv. Roles of the Consultant
  - v. Roles of FWHS Staff
  - vi. Conversion techniques
  - vii. Brief explanation of testing processes/methodology
  - viii. Ensure data integrity through rigorous validation processes, including but not limited to:
    - Field-level data validation to confirm data formats and values meet predefined criteria.
    - Referential data validation to verify that relationships between datasets remain consistent.
    - Cross-system validation to ensure data consistency across different databases and applications.
  - ix. Define a structured testing methodology encompassing:
    - Unit testing to validate individual functions of the Yardi software.
    - Integration testing to ensure that different components of the Yardi system work together as intended.
    - User Acceptance Testing (UAT) to confirm the system meets FWHS's business requirements and is ready for live operation.
    - Outline clear testing phases, responsibilities, and acceptance criteria for each stage of testing.
  - x. Data validation procedures
  - xi. Frequency
  - c. Risk assessment that identifies issues that might arise before, during and after implementation and best practices to overcome such risks.
  - d. Roles and responsibilities for steering committee, internal project manager, implementation leads and super-users.
  - e. A preliminary implementation timeline.
5. Participate in contract negotiations with Yardi to ensure a performance based/milestone approach method is achieved and functional requirements are included in the contract and accompanying cost proposal.

## B. Phase II – Implementation and Project Management Services

1. The Project Manager will act as a central figure in the implementation, ensuring a cohesive operation and communication between all parties involved. The duties include but are not limited to:
  - a. Serving as the primary liaison between the FWHS steering committee, project team, and Yardi representatives, maintaining an open and effective line of communication.
  - b. Overseeing the change management process with guidance from the IT department and Procurement, ensuring all changes are thoroughly documented and communicated.

- c. Regularly providing detailed project status reports, presentations, and assessment reports to keep all stakeholders informed about the progress, compliance with the vendor contract, and any risks or challenges that arise.
  2. For the implementation and project management tasks, the following methodologies and tools will be developed:
    - a. Adopting a project management approach that fits the needs of FWHS for critical milestones.
    - b. Utilizing project management software that fits the needs of FWHS for tracking tasks, sprints, and user stories, and overall timeline management and resource scheduling.
    - c. Implementing a rigorous communication plan, including weekly status reports, real-time updates through a dedicated communication platform, and formal monthly review sessions with comprehensive reports.
  3. In coordination with Yardi and FWHS IT teams, the Project Manager will:
    - a. Manage system installation, configuration, user setup, data migration, and integration of all modules, ensuring a seamless transition and system functionality.
    - b. Lead the system testing and data validation efforts by developing and executing a formal test plan that includes:
      - i. Historical data comparison to verify data integrity post-migration.
      - ii. Integration testing to ensure that different components of the Yardi system work together as intended.
      - iii. Parallel testing to compare outputs between the old and new systems for verifying Yardi's operational capabilities.
      - iv. User Acceptance Testing (UAT) to confirm that the system meets FWHS's business requirements and is ready for live operation.
  4. The test plan will delineate clear roles, responsibilities, deadlines, and expectations for each phase of testing. The additional details on testing methodologies and acceptance criteria are as follows:
    - a. Unit Testing: The consultant is responsible for conducting unit tests to validate the functionality of individual components within the Yardi Voyager system. Expected outcomes include verification of specific code modules and their performance against functional specifications.
    - b. System Integration Testing (SIT): Following unit testing, the consultant will perform integration tests to confirm that various system components work together seamlessly. This phase is critical to validate the integrated performance of the Yardi system as a whole, ensuring that data flows correctly between different modules and that there are no integration issues.
    - c. User Acceptance Testing (UAT): The final phase of testing, led by the consultant in collaboration with FWHS staff, involves UAT to ensure the system meets the business needs and is user-friendly. FWHS staff will be closely involved in this process to simulate real-world scenarios and validate the overall system performance against the business requirements. Acceptance criteria will be predefined, with success being contingent upon the system meeting these benchmarks to FWHS's satisfaction.

5. Work collaboratively to resolve any issues that arise during testing, employing custom programming, report writing, data extraction/import procedures, and other necessary conversion activities within the Yardi system.
6. The Project Manager's responsibility is to ensure that all project phases are completed on time, within budget, to FWHS's satisfaction, with all modules and functionalities thoroughly tested and documented.
7. Development and execution of a detailed risk management plan will be a critical aspect of the Project Manager's responsibilities. The plan will:
  - a. Identify potential risks associated with the Yardi ERP software migration and implementation, including but not limited to technical, operational, and organizational risks.
  - b. Outline risk assessment methodologies that will be used to evaluate the likelihood and impact of identified risks, utilizing industry-standard practices such as qualitative and quantitative risk assessments.
  - c. Define mitigation strategies for each identified risk, including preventive measures and contingency plans. This will ensure that the project remains on track and that any interruptions are handled effectively and efficiently.
  - d. Establish a risk monitoring process to continuously track the status of identified risks and the effectiveness of mitigation strategies throughout the project lifecycle.
  - e. Include a communication plan for reporting risks to the FWHS steering committee and project team, ensuring that all stakeholders are informed and prepared for potential risk scenarios.

### C. Phase III – Training, Go-Live & Post Go-Live Support

1. Ensure adequate knowledge transfer to FWHS staff to configure, manage, operate, and support the new software by delivering high-quality system training customized to the client's business processes. The consultant will develop a comprehensive training program that includes, but is not limited to:
  - a. Training Formats: The consultant will provide training that fits the needs of FWHS in formats that will accommodate the preferences and schedules of FWHS staff. This could include:
    - i. Online Training Modules: For self-paced learning opportunities, allowing users to complete training at their convenience.
    - ii. In-Person Training Sessions: Conducted on-site for hands-on practice and real-time question-and-answer sessions.
    - iii. Hybrid Training: Combining online and in-person training methods for a versatile and comprehensive learning experience.
2. Expected Durations: The consultant will specify the duration for each training session, ensuring adequate time for covering all material without overwhelming the participants.
3. Content Tailoring: Training materials will be tailored to the specific roles within FWHS, with scenarios and examples directly related to the users' daily operations with the Yardi system.
4. The consultant will prepare documentation of processes as they relate to Yardi functionality at the Agency and have those processes available to staff, including:
  - a. System Navigation



- b. System Flow
  - c. Tools for Self-Sufficiency
  - d. Module Uses and functionality.
5. Post Go-Live Support: After the system goes live, the consultant will provide:
    - a. Technical Support: For 120 days post-implementation, the consultant will offer technical support, responding promptly to calls and e-mails from Yardi Voyager users who require assistance with the system.
    - b. Service Level Agreements (SLAs): Establish clear SLAs for response and resolution times, and system uptime commitments.
    - c. Support Channels: Include access to a dedicated hotline, email support with ticketing system integration, and a self-service portal.
    - d. Escalation Procedures: Define procedures for escalating unresolved issues within determined time frames to ensure continuous system performance and user support.
  6. Post Go-Live support also includes assisting with the preparation and issuance of HUD vouchers, Voucher Management System (VMS), Financial Data System (FDS), INSPIRE reporting, Public and Indian Housing Information Center (PIC) Submissions, etc.

### III. BACKGROUND INFORMATION

FWHS is one of largest Public Housing Authority's in Texas and the largest provider of affordable housing in the City of Fort Worth. Funding for FWHS comes from several sources; HUD, tenants, other governmental resources, and development. FWHS has approximately 120 employees working in their headquarters located at 1407 Texas St, Fort Worth, TX.

The primary lines of business are Property Management, HCV and the Development of Affordable Housing. FWHS has over 5,900 Section 8 HCV vouchers, including Housing Choice Vouchers, EHV, Tenant Based, Project Based, Mod-Rehab, Project Based Voucher (PBV), Homeownership, Family Self Sufficiency, 6797 rental units of housing, including 16 public housing properties, Tax Credit housing, HUD Project Based Rental Assistance (PBRA) Housing Assistance Payments (HAP) units and other government funded housing along with market rate units.

FWHS houses 6,400 households and 33,000 people across their programs; owns 6,797 units across properties and 6 developments in the pipeline. All properties are managed by third party property management companies (PMCs) that manage and operate the properties on FWHS's behalf. PMCs will not have access to FWHS's Yardi systems and they will continue to be responsible for acquiring, purchasing and managing their own financial and program related systems and the respective software licenses.

FWHS and its subsidiaries have historically operated its financial reporting, general ledger management, procurement functions, housing choice vouchers programs and inspection management in Emphasys/Elite.

FWHS foresees implementing the following Yardi Modules for core general ledger and HCV program management functionality:

Financial Management	Procure to Pay	Screening
Legal	Aspire	Budgeting & Forecasting
Payment Processing v2	Maintenance IQ for Inspections	Rent Café – PHA Online Applications
Rent Café - PHA Applicant, Resident and Landlord Portal	Rent Café – Online Certifications	Document Management for SharePoint

#### IV. SUBMISSION PROCEDURES & REQUIREMENTS

Electronic Submission: Respondents must be registered to respond to this RFP. First time users can register for free by using the following link: <https://fwhs.bonfirehub.com>

Respondent’s proposal must be uploaded in the Bonfire portal by the due date and time listed on Page 2, with all required documents. Emailed proposals will not be considered.

The Respondent is required to submit the following information, although FWHS reserves the right to request additional information upon review of initial submissions:

Sections must be tabbed as provided below.

##### A. Information Required in the Submission

FWHS intends to retain the Consultant pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that the Agency will, as detailed within the following Section, consider factors other than just cost in making the award decision). Therefore, in order for FWHS to evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must identify the corresponding tab reference noted below.

##### 1. Letter of Interest (TAB 1)

- a. On company letterhead include the full contact information (name, title, email phone number) of the person to be reached for clarification or additional information regarding submissions (Cover letter).
- b. A brief statement summarizing the Respondent’s company and relevant experience and qualifications.
- c. Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document and a corporate resolution, if applicable, signed by the Secretary of the Respondent(s) and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract, and any amendments thereto.

##### 2. Project Description and Approach (TAB 2).

Provide a statement of services that explains (1) how the services will be provided, (2) how important each service is to successful project completion and (3) the expected involvement by FWHS staff for each major activity in the project. This section should include:

- a. Project Approach and Methodology - Describe the overall project implementation methodology, including project phases, implementation best practices, roles, and responsibilities on each task, change control, tools or models the consulting firm uses for best practice implementations.

- b. Project Communication - Describe the overall process for project meetings, meeting minutes, agendas, action items, frequency of status reporting, as well as the communication chain during the project.
- c. Project Management - Describe the overall best practice project management methodology that will be to ensure successful delivery.
- d. Deliverables, Assumptions and Project Schedule - Provide a detailed description of the proposed scope of work reflecting a logical, best practice work plan your firm will undertake to achieve client satisfaction and satisfy the requirements of this RFP. The scope of work should include a detailed Work Breakdown Schedule (WBS) illustrating project phases, key personnel, tasks, sub-tasks, deliverables, and assumptions.

The Consulting firm should also describe the structure and policy of the organization that ensures quality control in providing the service of implementing Yardi Voyager. Include the quality control process, supervision of staff, and periodic quality control reviews.

### **3. Firm's Qualifications and Key Personnel (TAB 3)**

This tab should state the size of the firm; the location of the office from which the engagement will be coordinated; the number and nature of the key personnel that will be involved in this project on a full-time basis along with a list of experience and qualifications of all key personnel. Describe applicable skills and accomplishments of the project manager including experience negotiating ERP contracts, project management and Yardi Voyager system implementations.

### **4. Past Performance on Similar Projects (TAB 4)**

List the most significant tasks of providing Yardi implementation services you have performed with other government entities in the last five (5) years that are similar to this project. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone numbers of the principal client contact.

### **5. Cost Proposal (TAB 5)**

Provide a fee schedule/cost proposal for the project that identifies all costs the consultant/vendor will charge for performing the tasks necessary to accomplish the objectives of this RFP. The costs must break out all expenses expected to be billed to FWHS for each phase of the project. The cost proposal shall include the estimated number of project work hours and costs attributable to Phases I, II and III, costs should be broken out separately for each phase. A list of hourly rates for proposed project team members shall also be included. The cost Proposal shall be valid for a minimum of 120 days following submission.

## V. EVALUATION/SELECTION CRITERIA

RFP will be evaluated and rated on the following criteria:

CRITERIA	POINTS
Approach to the project. Technical approach, quality of the work plan, and demonstrated understanding of the needs of the Authority.	40
Firms Qualifications. The experience and qualifications of the Respondent(s) and the personnel potentially available for assignment to the FWHS project.	15
Past Performance. Degree to which the Firm demonstrate successful experience implementing Yardi Voyager as required in the RFP.	30
Cost Proposal. Total aggregate cost of required services.	15
Total Initial Points	100
Interview and Presentation, if requested by FWHS	10
Total Overall Points if interview is requested	110

Interviews, if desired by FWHS, will be used to identify the top Respondent(s).

## VI. GENERAL CONDITIONS OF THE RFP

### A. Indemnity

Respondent will indemnify, protect, defend and hold harmless FWHS, and FWHS's affiliated entities, and its and their respective officers, directors, employees and agents (collectively, "Indemnitees") for, from and against all liabilities, claims, losses, liens, causes of action, judgments and expenses, including attorney fees, of any nature, kind or description of any person or entity directly or indirectly arising out of, caused by, or in connection with (in whole or in part) (a) the performance of the Agreement, or (b) any act, error or omission of Respondent (or anyone directly or indirectly employed, controlled, or contracted by them) in carrying out the terms and provisions of this Agreement, or breaching same (collectively, "Liabilities"), **even if such Liabilities are caused by the concurrent negligence (whether active or passive) of any Indemnitee**. This indemnification is not limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts or other employees' benefit acts. The costs of any actions stated herein will be the sole responsibility of the Respondent.

### B. Mistakes in Proposals

If a mistake in a proposal is suspected or alleged, the proposal may be corrected or withdrawn during any negotiations that are held. If negotiations are not held, or if best and final offers have been received, the Respondent may be permitted to correct a mistake in the proposal and the intended correct offer may be considered based on the conditions that follow:

1. The mistake and the intended correct offer are clearly evident on the face of the proposal.
2. The Respondent(s) submits written evidence which clearly and convincingly demonstrates both the existing offer, and such correction would not be contrary to the fair and equal treatment of other Respondent(s).

Mistakes after award must not be corrected unless the Contracting Officer makes a written determination that it would be disadvantageous to FWHS not to allow the mistake to be corrected. The approval or disapproval of requests of this nature must be in writing by the Contracting Officer.

### C. Conflicts of Interest

The Respondent warrants that to the best of his/her knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Respondent's organizational, financial, contractual, or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage; or
2. The Respondent's objective in performing the contract work may be impaired. In the event the Respondent(s) has an organizational conflict of interest as defined herein, the Respondent(s) must disclose such conflict of interest fully in the proposal submission.
3. The Respondent(s) agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she must make an immediate and full disclosure in writing to the President which must include a description of the action which the Respondent(s) has taken or intends to take to eliminate or neutralize the conflict. FWHS may, however, terminate the contract if it is in its best interest.
4. In the event the Respondent(s) was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the President, FWHS may terminate the contract for default.
5. This clause's provisions must be included in all subcontracts and consulting agreements where the work to be performed is similar to the service provided by the Respondent(s). The Respondent(s) must include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
6. No member of the FWHS Board of Commissioners must be allowed to share any or part of this contract or to derive any benefit to arise from it. This provision must be construed to extend to this contract if made with a corporation for its general benefit.
7. Any FWHS official or employee who exercises or has exercised any functions or responsibilities with respect to any FWHS contract/procurement activities, or who is in a position to participate in the decision-making process or gain inside information with regards to any FWHS contract/procurement activities, obtain a financial or economic interest or benefit from the contract/procurement, or have an interest in any contract or subcontract, or agreement with respect thereto or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure with the FWHS or for one year after such individual leaves FWHS.
8. FWHS reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

#### D. Safeguards of Information

Unless approved in writing by FWHS, the Respondent may not sell or give to any individual or organization any information, reports, or other materials given to, prepared, or assembled by the Respondent under the final contract.

#### E. Acceptance of RFP and Contract Terms

Respondent(s) submission of a proposal in response to the RFP must constitute acceptance by the Respondent(s) of the terms and conditions of this RFP. In the event that the Respondent(s) proposal is accepted for contract award, the Respondent(s) agrees to enter into a negotiated contract with FWHS at a later time and date.

#### F. Contract Award

Subject to the rights reserved in this RFP, FWHS will award the contract by written notice to the awarded Respondent (the “Contractor”). The award of the contract is subject to the approval of the FWHS Board of Commissioners and/or the FWHS President, and it must be conditioned on the successful negotiation of revisions, if any, to the RFP, recommended as part of the evaluation of proposals.

A contract may be awarded in accordance with the terms and conditions of this RFP to the Respondent(s) whose proposal is most advantageous to the FWHS considering price, qualifications, technical and other factors as specified in this RFP, FWHS reserves the right to negotiate and award any element of this RFP, to reject any or all proposals or to waive any minor irregularities or technicalities in any RFP received as in the best interest of FWHS.

#### G. Insurance Requirements

If a Respondent(s) receives an award and unless otherwise waived in the contract, the Respondent will be required to provide an original COI (Certificates of Insurance) confirming the following minimum requirements to FWHS once notified.

Business Automobile Liability	Required Limits
FWHS must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on FWHS properties.	\$500,000 combined Single limit, per occurrence
Workers Compensation and Employer’s Liability	Required Limits
Workers’ Compensation coverage is Statutory and has no pre-set limits. Employer’s Liability limit is \$500,000. Workers’ Compensation is required for any vendor made up of more than two people. A Waiver of Subrogation in favor of FWHS must be included in the Workers’ Compensation policy. FWHS must be a Certificate Holder.	Statutory
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at FWHS properties. FWHS must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

Liability insurance may be arranged by general and auto liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with remaining limits provided by an excess or umbrella policy. All policies hereunder must be provided by carriers with an A.M. Best's rating of at least B+.

H. No Warranty

Respondents must examine the RFP, scope of services, and instructions for the services requested. Failure to do so will be at the Respondent's own risk. It is assumed that the Respondent has investigated the extent and character of the services requested. No warranty or representation is made or implied as the information contained in this RFP.

I. Expense of RFP Submission

All expenses incurred in the preparation and submission of the RFP to FWHS in response to this RFP must be borne by the Respondent.

J. General Conditions

1. LATE RESPONSES WILL NOT BE ACCEPTED OR CONSIDERED.
2. FWHS reserves the right to accept or reject any and all proposals submitted, either in whole or in whole or in part, with or without cause; to waive any informalities of any proposal; to extend, amend or cancel this RFP at any time; and, to make the award in the best interest of FWHS.
3. FWHS reserves the right to request additional information, if needed, from prospective Respondents.
4. In the event that it becomes necessary for FWHS to revise any part of this RFP, revisions will be provided in the form of an Addendum to all prospective Respondents. FWHS may issue and does require Respondents to acknowledge addendum/addenda to the RFP. Proposals must conform to any addenda that may be issued to this RFP.
5. Proposals that are incomplete or not in conformance with the submission requirements may be eliminated from further consideration. Respondents should carefully note the submission requirements.
6. Under Texas Government Code Chapter 552 (Public Information), all proposals submitted in response to this RFP will be considered public information and may be made available to the general public (including news media) unless Confidential and/or Proprietary information is submitted under separate cover and is clearly designated as such.
7. The Respondent must provide an oral presentation regarding the proposal submitted, if requested to do so by FWHS.
8. Respondents may modify or withdraw a proposal prior to the RFP due date, by an authorized representative of that organization. All submissions will become the property of FWHS after the RFP Deadline.
9. The Respondent affirms that he/she is of lawful age and that no other person, firm, partnership, or corporation has any interest in this submittal or in the contract proposed to be entered.

10. The Respondent affirms that its proposal is made without any understanding, agreement or connection with any other person, firm, partnership, or corporation making a submittal for the same purpose, and is in all respects fair and without collusion or fraud.
11. The Respondent has carefully read the provisions, terms, and conditions of the RFP document and does hereby agree to be bound thereby.
12. FWHS reserves the right to make multiple awards from this RFP and retains the right to negotiate with the awarded firm(s).
13. Additional services and/or service adjustments may be added or deleted during the life of any contract awarded hereunder as mutually agreed upon in writing between FWHS and Respondent.
14. Respondents must meet FWHS' insurance requirements as requested in the RFP.
15. The Respondent will not offer any gratuity, favor, or anything of monetary value to any officials or employee of FWHS for the purpose of influencing consideration of a response to this RFP.
16. FWHS reserves the right to disqualify any proposal(s) that may present a conflict of interest between FWHS, its employees or Board members, Respondent(s), or parties identified in the proposal.
17. The proposed fee is inclusive of all necessary costs to provide the proposed services, including but not limited to employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; vehicle fuel, etc. Each fee proposed must be fully "burdened" with profit and overhead costs.



VII. EXHIBIT A – DOCUMENTS CHECKLIST

**Required Documents**  
**Checklist**

All documents, including this Checklist, must be completed in full and submitted in the requested order, or the response may be considered as a non-responsive submittal.

<u>Document Checklist</u>	<u>Initial if Included</u>
1. Qualification Document Checklist	_____
2. Acknowledgment of Receipt of Addendum/Addenda, if applicable	_____
3. Form HUD 5369-C	_____
4. Business References	_____
5. Non-Collusive Affidavit	_____
6. Conflict of Interest Questionnaire	_____
7. Profile of Firm	_____
8. M/WBE Guidelines	_____
9. Equal Employment Opportunity	_____
10. Insurance Certificates Proof	_____
11. W-9	_____

I understand that failure to submit all these items may cause my submittal to be considered non-responsive.

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

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

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

## VIII. EXHIBIT A- HUD FORMS

1. Instructions to Offerors Non-Construction (HUD 5369-B)
2. Certifications and Representations of Offerors – Non-Construction (HUD 5369-C)
3. General Conditions for Non-Construction Contracts (HUD 5370-C)

## 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 counter offer 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:]

Please note that additional conditions, specifications and instructions pertaining to this RFP are contained within the RFP document issued.

# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

# 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. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**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 \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

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

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

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

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

#### 6. Energy Efficiency

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

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach 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 public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

## 18. 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.

## 19. 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.

## 20. 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.

## 21. Liens

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

## 22. 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) 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
- (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

**IX. EXHIBIT B – FWHS FORMS**

1. Business References
2. Non-Collusive Affidavit
3. Conflict of Interest Questionnaire
4. Profile of Firm
5. M/WBE Participation
6. Equal Employment Opportunity
7. Sample Certificate of Insurance
8. W-9

**BUSINESS REFERENCES**

Please provide a minimum of three (3) references and a brief description of the business relationship. Additional pages may be used, if necessary.

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_

**FORM OF NON-COLLUSIVE AFFIDAVIT  
(PRIME BIDDER)**

State of \_\_\_\_\_

County \_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_, the party making the foregoing proposal or bid, and attests to the following:

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

\_\_\_\_\_  
Signature\*

\*Bidder if the Bidder is an individual; all partners if Bidder is a partnership; officer if the Bidder is a corporation.

SUBSCRIBED AND SWORN TO before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_\_



# CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80<sup>th</sup> Leg., Regular Session.

**OFFICE USE ONLY**

Date Received

This questionnaire is being in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.00 (1-a) with a local governmental entity and the person meets requirements under Section 176.006 (a).

By law this questionnaire must be filed with the record administrator of the local Governmental entity not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

2.  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an update completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_   
 Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes                       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes                       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the Local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes                       No

D. Describe each employment relationship with the local government officer named in this section.

4.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**Note: A completed Profile of Firm Form must be submitted for each subcontractor.**

Proposed Subcontractors					
Item	Company Name	Address	Phone	Specialty	W/M/BE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
I understand and agree that if awarded a contract as a result of this solicitation that the use of the above subcontractors is subject to the approval of FWHS and becomes a part of the contract. I further understand that any change in subcontractors also requires the pre-approval of FWHS.			_____ (Signature)		
			_____ (Printed Name & Title)		

**Note: A completed Profile of Firm Form must be submitted for each subcontractor**

**PROFILE OF FIRM FORM (Page 1 of 2)**

(This Form must be fully completed by all Proposers and Subcontractors)

(1) Prime \_\_\_ Joint Venture/Partner \_\_\_ Sub-contractor \_\_\_ (This form shall be completed by and for each).

(2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

(3) Street Address, City, State, Zip: \_\_\_\_\_

(4) Identify Principals/Partners in Firm

NAME	TITLE	% OF OWNERSHIP

(5) Please indicate the operating structure of your company.

- Publicly Held Corporation
- Privately Held Corporation
- Government Agency
- Non-Profit Organization
- Partnership
- Sole Proprietorship

(6) Respondent's Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Minority- (MBE), or Woman-Owned (WBE) Business Enterprises qualify by virtue of 51% or more Ownership and active management by one or more of the following:

- African American \_\_\_\_\_%
- \*\*Native American \_\_\_\_\_%
- Hispanic American \_\_\_\_\_%
- Asian/Pacific American \_\_\_\_\_%
- Hasidic Jew \_\_\_\_\_%
- Asian/Indian American \_\_\_\_\_%

- Woman-Owned (MBE)
- Woman-Owned (Caucasian)
- Disabled Veteran
- Caucasian American (Male)
- Other (Specify): \_\_\_\_\_

(7) Is the business 51% or more owned by a public housing resident? \_\_\_ Yes \_\_\_ No. If yes, provide name and address of the public housing facility:

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_ City: \_\_\_\_\_

SWMBE Certification Number: \_\_\_\_\_

Certification Agency: \_\_\_\_\_

(Note: A CERTIFICATION/NUMBER IS NOT REQUIRED – ENTER IF AVAILABLE)

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**PROFILE OF FIRM FORM (Page 2 of 2)**

(Form must be completed, 9-10 if applicable)

(8) Federal Tax ID Number: \_\_\_\_\_

(9) City of Fort Worth Business License No: \_\_\_\_\_

(10) State of Texas License Type and No: \_\_\_\_\_

(11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.

Yes  No

(12) Has your firm or any member of your firm ever sued or been sued by the Fort Worth Housing Solutions or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.

Yes  No

(13) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or Non-performance? If yes, when and state the circumstances and any resolution of the matter.

Yes  No

(14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local Government agency within or without the State of Texas? If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

Yes  No

(15) Disclosure Statement: Does this firm or any principals thereof have any current, past, personal or Professional relationship with any Commissioner or Officer of FWHA? If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

Yes  No

(16) Verification Statement: The undersigned Offeror hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the FWHS discovers that any information entered herein is false, that shall entitle the FWHS to not consider nor make award or to cancel any award with the undersigned party.

---

**Signature**

**Date**

**Printed Name**

**Company**

**Exhibit B**

**M/WBE PARTICIPATION**

**M/WBE PARTICIPATION:** The Offeror agrees to use his/her best efforts to subcontract with minority business enterprises and/or women business enterprises (herein called M/WBE) certified as such or recognized by Fort Worth Housing Solutions as a certified M/WBE. Offeror shall make a good faith effort to subcontract a sufficient dollar amount with M/WBEs to ensure that a minimum of 20 percent of the final contract dollars are expended on one or more M/WBE. All adjustments that cause the contract price to increase will also increase the total amount that the Offeror must make a good faith effort to expend on M/WBEs.

**USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT:** In the event Fort Worth Housing Solutions has a reasonable belief that Offeror will not use his/her its best efforts to meet the 20 percent M/WBE participation goal, Fort Worth Housing Solutions reserves the right to pull work from the contract. Best efforts may be established by a showing that Offeror has contacted and solicited bids/quotes from subcontractors and worked with the Housing Authority to seek assistance in identifying M/WBEs.

**NOTIFICATION OF M/WBE PARTICIPATION:** Offeror agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by Fort Worth Housing Solutions to confirm M/WBE subcontracting by submitting copies of checks made payable to the respective M/WBE subcontractor(s) signed by the offeror.

\_\_\_\_\_  
RESPONDENT

\_\_\_\_\_  
DATE

Note: This form must bear a signature.

**RESPONDENT'S PROPOSED MBE/WBE PARTICIPATION FORM**

Respondent proposes to work with the following MBE/WBE participants:

<b><u>Name of Participant</u></b>	<b><u>MBE/WBE</u></b>	<b><u>Certifying Entity (City/Metro/HISD)</u></b>	<b><u>Percent of Total Work</u></b>

EQUAL EMPLOYMENT OPPORTUNITY – EMPLOYER INFORMATION REPORT

Name of Firm: \_\_\_\_\_

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

City, State, ZIP: \_\_\_\_\_

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

JOB CATEGORIES	OVERALL TOTALS	MALE					FEMALE				
		WHITE (Not of Hispanic Origin)	BLACK (Not of Hispanic Origin)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	WHITE (Not of Hispanic Origin)	BLACK (Not of Hispanic Origin)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clericals											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers											
Service Workers											
TOTAL											

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ACORD**<sup>TM</sup>

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

**THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

Date the Certificate is issued

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**

**1**

This block identifies the Agent or Broker and their address.

**2**

This block may include contact information for the broker / agency. It's often helpful to contact the broker directly for clarification, revision requests or renewal certificates. Some agencies will only communicate with their insureds and do not allow or respond to 3<sup>rd</sup> requests.

**INSURER(S) AFFORDING COVERAGE**

**3**

The insurance company will be identified here. The insurer letter appears again in the left-hand margin near the center of the page (**\*3**) to show which insurer provides which type of coverage.

**INSURED**

**4**

The Insured is Vendor, Contractor or lessee (the policy holder).

- INSURER A:
- INSURER B:
- INSURER C:
- INSURER D:
- INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>*3</b>	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXPENSE (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<b>*3</b>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$
<b>*3</b>	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS M DEDUCTIBLE RETENTION \$				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>*3</b>	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>				
	<b>OTHER</b>				

These sections show only the coverages provided through the agent or broker identified in "1" above. If the insured uses more than one broker, a separate certificate is needed to show those coverages.

These two column shows inception and expiration dates for policies identified. Pay special attention that coverage does not expire before or during your project or lease.

The coverages & limits required in the solicitation, or those which are applicable to the projects scope of work MUST be included on the certificate.

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS**

**7**

Forth Worth Housing Solutions is endorsed as additional insured on the general and auto liability policies on a primary and non-contributory basis.

**CERTIFICATE HOLDER**

**8**

[Firm Name]  
[Address]

ATTN: PM contact or Procurement Team

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**9**

Must be signed by an authorized representative of the brokerage agency.



# Request for Taxpayer Identification Number and Certification

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

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

## Part I Taxpayer Identification Number (TIN)

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

<b>Social security number</b>									

**or**

<b>Employer identification number</b>									

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

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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