



Oakland Housing
Authority

REQUEST FOR PROPOSALS (RFP) # 23-004
UNLAWFUL DETAINER SERVICES

RFP Issued:	March 1, 2023
Questions Due	March 13, 2023 by 10:00 AM (Pacific Time)
Email Questions To:	ccgs@oakha.org (Indicate above RFP #23-004 in "Subject")
Proposal Due:	April 3, 2023@ 10:00 AM (Pacific Time)

Contract Compliance & General Services (CCGS) Department
Oakland Housing Authority (The Authority)
1619 Harrison Street, Oakland, CA 94612
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REQUEST FOR PROPOSALS (RFP) # 23-004

RFP UNLAWFUL DETAINER SERVICES

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Documents (in the order of the RFP Package)		MUST be submitted with Proposal.
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	1. Proposal Format A. Letter of Interest B. Demonstrated Experience and Past Performance C. Technical Capabilities D. Approach to Project E. Proposed Cost Form <u>(See Exhibit A)</u> 2. Required Forms/Certifications <i>(All forms attached – except addendum acknowledgement. This will be issued if an Addendum is issued)</i> A. Proposed Cost Form B. Current Client References C. Profile and Certification/Qualifications Form D. Form HUD-5369-A E. Addendum Acknowledgment (If Applicable) F. Quality of Service G. Contract Acknowledgment Form	√
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1. GENERAL INFORMATION

1.1 RFP Introduction

The Oakland Housing Authority ("the Authority") invites proposals for services to be performed under a contract ("Contract") by qualified attorney(s) and/or law firms ("Attorney") to provide legal services in the area of unlawful detainers and other related landlord - tenant issues.

The Authority may select one or more Attorneys to serve as legal counsel. If the Authority establishes a list of Attorneys, it may select different Attorneys for different cases at its sole discretion.

All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document in its entirety and any designated attachments.

1.2 The Authority Reservation of Rights

- The Authority reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Authority to be in its best interests.
- The Authority reserves the right not to award a Contract pursuant to this RFP.
- The Authority reserves the right to terminate a Contract awarded pursuant to this RFP, at any time for its convenience.
- The Authority reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- The Authority reserves the right to negotiate the fees proposed by the proposed entity.
- The Authority reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- The Authority shall reserve the right at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.
- The Authority is subject to the disclosure requirements of the California Public Records Act. This act will apply to all submitted proposals to the Authority.

1.3 The Authority Information

The Housing Authority of the City of Oakland was established in 1938 to assure the availability of quality housing for low-income persons. The Authority operates federally funded and other low-income housing programs and assists over 16,000 of Oakland's lowest-income families, elderly and persons with disabilities. The Authority serves and embodies a diverse community; therefore, it is crucial that contractors understand the effects of race, class, ethnicity, income, and other issues of difference in our society, and display a high level of cultural competency throughout their interactions with the Authority.

The mission of the Housing Authority of the City of Oakland is:

To assure the availability of quality housing for low-income persons and to promote the civic involvement and economic self-sufficiency of residents and to further the expansion of affordable housing within Oakland.

2. SCOPE OF WORK

It is the intent of this RFP to establish a term contract, with an attorney or multiple attorney for the Oakland Housing Authority (OHA) for providing comprehensive as needed legal services related to landlord-tenant issues. OHA owns and manages multiple housing units in a variety of configurations, throughout the City of Oakland.

The OHA is looking for the most responsive and responsible attorney that will be committed to provide the best level of service in maintaining legal services. Through a competitive qualification and bid based procurement process, the Oakland Housing Authority intends to enter into an agreement with a qualified attorney for legal services.

All work is to be performed according to industry standards, and to the requirements and satisfaction of OHA. The Contractor will perform legal Services for buildings owned and/or managed by OHA located throughout the City of Oakland as requested by the OHA Property Manager or their designee. The OHA offers no guarantee of any amount of work to be performed under the Contract.

The repeated failure of any Contractor to not provide service when contacted shall result in that Contractor's contract being canceled for nonperformance. The OHA shall document failure to respond, and the Contractor may not be permitted to participate in future contracts for these services.

Proposals will be accepted and awarded to the most responsive and responsible bidders. Successful Contractor(s) awarded a contract for service will be required to provide their services to all locations within the City of Oakland. It is the intent of the OHA to award multiple contracts to qualified vendors.

2.1 Minimum Proposer Requirements

The Attorney must have five years post-Bar experience representing multifamily property owners in evictions and unlawful detainer proceedings, and other landlord-tenant legal disputes. This experience must include cases in the City of Oakland which have required compliance with the Just Cause Ordinance (Measure EE).

The Attorney providing legal services must be licensed to practice law in the State of California and be a member in good standing (no records of discipline and administrative actions) with California State Bar for a minimum of five years.

Pursuant to the State Bar Act, California Business and Professions Code Section 6000 et seq. and the California State Bar Rules of Professional Conduct, the Attorney must disclose any conflicts of interest which would prevent it from representing the Authority, or which might prevent it from representing the Oakland Housing Authority without the Authority's informed written consent.

The Attorney must have the technical infrastructure to communicate with the Authority, including internet capabilities and Microsoft applications.

2.2 Subcontractors

Should the Attorney require the services of subcontractors, the Attorney shall identify whether or not it intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another company. All proposed subcontractors must be identified in the proposal. The Authority must be informed and approve of any substitution of subcontractors. The Authority reserves the right to audit the financial records of the contractor and its subcontractors.

3. PROPOSAL SUBMISSION REQUIREMENTS

The Authority intends to retain the successful proposer or proposers pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the Authority will consider factors other than just cost in making the award decision). Therefore, so that the Authority can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the following sequence. None of the proposed services may conflict with any requirement the Housing Authority has published herein or has issued by addendum.

3.1 Proposal Format

To provide objective criteria that can be used in determining various Proposers' abilities, please address the following items in the order presented. Exhibits, such as Resumes, Proposed Fees, or any other documents of a related nature developed by the Contractor may be attached. The proposer may include any other general information that the proposer believes is appropriate to assist the Housing Authority in its evaluation.

The Authority will not provide any reimbursement for the cost of developing, presenting or providing any response to this RFP.

A. Letter of Interest

Please provide a letter of interest on the firm's letterhead, which includes the location of the primary office. Provide a narrative that gives a brief description of the firm, including the names and titles of principals, the main office's address, phone number, fax number, website and email address, when the company was organized, the principal office from which services will be offered, alternative company names and affiliations, and principal areas of practice.

Provide a brief history of the Proposer's business including size, area of expertise, number of years engaged in business under the company's present name, relevant license number(s) and/or certifications, and other relevant information.

The letter should also include the name and contact information (address, phone and fax numbers, and email address) of the proposal contact and the proposed staff member(s) for this assignment and, if applicable, any branch office location and contact information.

B. Demonstrated Experience and Past Performance

1. Complete the "Client References Form" (Attachment C) which requests the listing of three professional references for work performed within the past 24 months and to provide the following information:
2. Dollar amount of contract
3. Description of the scope of work
4. Term of contract (beginning and end dates)
5. Contact name and information (title, address, telephone, email and fax #)
6. Identity of staff assigned

Please provide a letter of reference from each listed client which would substantiate the information requested. If a letter of reference is not submitted with the proposal, the Authority will contact the reference and ask that it confirms the type of work performed and comment on the timeliness and quality of services provided.

The Authority regards the lead attorney as of particular importance, and reserves the right to cancel any resulting contract or arrangement with the selected firm if the lead attorney assigned to the Authority should change in the future.

2. Provide a description of your firm's experience in landlord-tenant law and unlawful detainer proceedings. If applicable, include a description of your firm's experience in the following areas:
 - a) Representing multifamily property owners while complying with City of Oakland's Just Cause Ordinance (Measure EE).
 - b) Working on cases with tenants represented by tenant advocacy organizations.

- c) Working on cases with tenants in government subsidized housing programs.
- d) Working on cases against involving housing-related claims under the Violence Against Women Act (VAWA).
- e) Working on reasonable accommodation cases under the American Disabilities Act (ADA).

3. Identify the legal services your firm plans to outsource any time using the unlawful detainer proceeding. Please identify the subcontractors your firm plans to use in this narrative and list their rates for services.

Provide five (5) or more former or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein in the enclosed form, Exhibit B, *Current Client References*.

The listing shall, at a minimum, include: the client's name, contact name, telephone number, email address, a brief description and scope of the service(s), and the dates the services were provided.

C. Quality of Service

1. Describe the approach your firm would use to provide quality service to the Authority; include examples of meeting the expectations of current and past clients.
2. Provide an average turnaround time (in business days) for each of the tasks listed in the table below for a typical case:

	Number of Business Days
1. Review and prepare initial pleadings	
2. Discovery	
3. Default/Trial	
4. Settlement Agreement, Judgment and Writ	

3. Provide a sample of a pleading produced by your firm.

D. Proposed Cost

Proposer(s) must state the proposed costs for the services described in this RFP. See attached "Attachment B -Proposed Cost Form".

State the proposed compensation structure for the services described above, including hourly rates, administrative fees, chargeable expenses and services, and method and frequency of billing. Note: A principal or partner level person is expected as the lead attorney. You may refer to Attachment C, the "Proposed Cost Form", to view how these costs should be presented.

Please note that information on administrative fees and chargeable expenses must be provided in addition to the required "Proposed Cost Form" ("Attachment B").

Proposed Fees: Please note that the proposed rates and fees submitted by each proposer are inclusive of all necessary costs, unless otherwise specified in the proposed structure, to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; travel; transportation; etc.

Proposed Fee Calculation: The total score for "Fees" will be based on 50 hours of the Partner's hourly rate and 50 hours of the Attorney's rate from the initial term's proposed rates.

3.2 Required Forms/Certifications

The following forms must be submitted with your Proposal in the following order:

A. Client References Form

Provide a list of no less than three references. Where possible, Attorney should include a letter from the agency/client describing the type of services and quality of work that was provided.

These references can be public or private sector references that can substantiate those services similar to those described in the Scope of Services were provided within the past two years.

B. Proposed Cost Form

The form (attachment B) must be completed and signed.

C. Profile and Certification Form

The form (attachment D) must be completed and signed.

D. Quality of Service The table (Attachment E) must be completed.

E. HUD Form 5369-C

Attorney must complete and sign Attachment F, the Certifications and Representations of Offerors, Non Construction Contract (form HUD-5369-C).

F. Addendum Acknowledgment Form (if applicable)

All applicable addendum acknowledgement form(s) must be submitted with the proposal.

G. Contract Acknowledgment Form

The contract acknowledgment form must be submitted with the proposal.

4. PROCESS FOR SELECTING CONTRACTOR

4.1 RFP Timeline

The following are proposed dates relating to this Contractor selection process:

February 27, 2023	RFP Issued
March 13, 2023	Questions in writing via email, due by 10:00 AM
April 3, 2023	Proposals due by 10:00 AM

4.2 **Questions/Answers**

Questions may be addressed to Jamie Walters at ccgs@oakha.org. All questions must be submitted in writing. All questions will be answered in writing in an Addendum issued and posted on the Authority's website. No questions will be responded to after the question and answer period has expired.

Please Note: The Authority will, during the question and answer period (request must be submitted before the question deadline) consider any Contract clauses that the proposer wishes to include therein and submit in writing a request for the Authority to do so. If the proposed clauses are not accepted by the Authority, then the proposer must execute the Contract Form as is, and by submitting a Proposal the successful Proposer agrees to do so.

4.3 **Proposal Due Date**

Responses to this solicitation will be accepted online until 10:00 AM (PST) on April 3, 2023.

Late proposals will not be considered.

https://ha.economicengine.com/requests.html?company_id=50863

Respondents MUST register with Economic Engine in order to submit proposals. It may take time to upload proposals so please take that into consideration when deciding what time to start uploading your proposal. **Please make sure that your proposal has been successfully uploaded even if you receive a notice acknowledging your proposal.** If you have any technical issues with the site, please contact Larry Hancock at 1-866-526-0160.

4.4 **Selection Process**

All responses will be reviewed for completeness and responsiveness. Proposals will be reviewed, and the most qualified Proposers may be required to be interviewed by a selection committee that will complete a final evaluation. The selection will be the sole responsibility of the Authority. The Authority reserves the right to reject any and all proposals, and shall select a service provider based on the most advantageous conditions for the Authority. If multiple contracts are awarded, projects will be assigned based on bid cost and vendor availability for the project.

A. Initial Evaluation for Responsiveness

Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The OHA reserves the right to reject any proposals deemed by the OHA not minimally responsive and to waive any minor informalities they deem so (the OHA will notify such firms in writing of any such rejection).

B. Evaluation Committee

Internally, an Evaluation Packet will be prepared for each Evaluator. The OHA anticipates that it will select a minimum of three (3) people to serve on a committee to evaluate each of the responsive Proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any Evaluation Committee Member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As indicated in this document, the designated CCGS Staff is the only person at the OHA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

C. Evaluation

The appointed Evaluation Committee, independent of CCGS, shall evaluate the responsive Proposals submitted and award points pertaining to the Evaluation Criteria.

D. Potential “Competitive Range” and “Best and Finals” Negotiations

The OHA reserves the right to conduct “Best and Finals” Negotiations, which may include oral interviews with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such, in writing, by the OHA in as timely a manner as possible.

1. Determination of Top Ranked Proposer

Typically, all points are awarded by the Evaluation Committee. The Committee’s scores (points) will determine the final ranking. The final ranking is then typically forwarded by CCGS to the Executive Director for approval. If the evaluation was performed to the satisfaction of the Executive Director, the final ranking may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the OHA's option, be conducted prior to or after the BOC approval.

2. Restrictions

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Evaluation Committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Evaluation Committee.

4.5 Evaluation Criteria. The following criteria will be used to evaluate all Proposals:

No.	Criteria	Points
1.	<p><u>Experience:</u> The Attorney, and particularly the key personnel assigned to the contract, must demonstrate verifiable experience. In response to this criterion, proposals must include:</p> <p>a. At least 3 professional references from clients for whom the Attorney has provided significant public entity consulting and/or representation. These references should be able to substantiate the timeliness and quality of service provided.</p> <p>b. Resumes of the attorneys, paralegals, and law clerks, if any, who will provide services to the Authority, designating which of those Attorneys will have primary responsibility to the Authority.</p> <p>c. A description of the firm's experience in landlord-tenant law and unlawful detainers, including the specific areas identified in the "Demonstrated Experience and Past Performance" section of this RFP, if applicable.</p>	50
2.	Quality of Service: The Attorney must demonstrate an ability to provide the required professional services in a timely manner as evidenced by past performance in terms of client contact, responsiveness and turnaround time, and the approach to providing quality service and product as described in response to the "Quality of Service" section of this RFP.	20
3.	Fees: The proposed fees for contracted services. Fees will be weighted and based on the lowest price at 30 points.	30
	Total	100

5. CONTRACT REQUIREMENTS

5.1 Contractor Requirements

The Proposer(s) selected must be fully qualified to perform the services described above and must possess the appropriate licensing. In addition, as the work is funded with U.S. Department of Housing and Urban Development (HUD) funds, any required documents generated by the Proposer and/or the Authority must comply with all applicable HUD regulations specified in HUD-5370-C General Conditions of

the contract for non-construction. The firm must also comply with all the Authority contract requirements.

Prior to award, the *successful proposer(s)* will be required to provide the proper license documents and insurance certificates. See **The Authority Insurance Requirements** under *Attachment section of the Table of Contents*.

All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

5.2 Contract Award

A. Negotiations. Once Proposals have been evaluated and ranked, the Authority may use the contract negotiation process to obtain the most highly qualified Proposer(s) at a fair and mutually agreed-to price. The proposed Contract will include tasks with a Scope of Services and a Fee-Schedule.

The Authority reserves the right to enter into discussions with the firm(s) whose Proposal is deemed most advantageous and in the Authority's best interest for the purpose of negotiations. The Authority reserves the right to enter into negotiations with the responsible and responsive firms within the competitive range without the need to repeat the formal solicitation process.

The Authority reserves the right to award without discussions.

B. Meetings. Once the Contract is awarded, the Contractor(s) will meet with the Project Manager for this RFP and key staff to discuss the needs, method, and timeline of this requirement/service.

C. Contract Award Procedure: If a Contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

1. By completing, executing and submitting a Proposal, the proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Authority, including the Contract clauses already attached in the 'Sample Contractor Agreement' under the Attachment section of the Table of Contents. Accordingly, the Authority has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.3 Contract Conditions

The following provisions are considered mandatory conditions of any Contract Award made by the Authority pursuant to this RFP:

1. **Contract Form:** The Authority will not execute a Contract on the successful Proposer's Form. Contracts will only be executed on OHA's Form (please see **Sample Contract Agreement**) and by submitting a Proposal the successful proposer agrees to do so (please note that the Authority reserves the right to amend this form as OHA deems necessary). However, the Authority will, during the question and answer

period (request must be submitted before the question deadline) consider any Contract clauses that the proposer wishes to include therein and submits in writing a request for OHA to do so. **IF THE PROPOSED CLAUSES ARE NOT ACCEPTED BY THE AUTHORITY, THEN THE PROPOSER MUST EXECUTE THE CONTRACT FORM AS IS.** Failure of the Authority to include such clauses does not give the successful proposer the right to refuse to execute OHA's Contract Form. It is the responsibility of each prospective proposer to notify OHA, in writing, before the question deadline, of any Contract clause that he/she is not willing to include and abide by in the final executed Contract. OHA will consider and respond to such written correspondence in the Addendum, and if the prospective proposer is not willing to abide by OHA's response (decision), then that prospective proposer shall be deemed ineligible to submit a Proposal.

Please note: OHA has no legal right or ability to (and will not) at any time, negotiate any clauses contained within ANY of the HUD Forms included as a part of this RFP.

2. **Assignment of Personnel:** The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority and the completion of the contracted work.
3. **Unauthorized Sub-Contracting Prohibited:** The Proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the Proposal is a joint venture with another firm. The successful Proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the Contract) without the prior written consent of the Authority. Any purported assignment of interest or delegation of duty without the prior written consent of the Authority shall be void and may result in the cancellation of the Contract with the Authority, or may result in the full or partial forfeiture of funds paid to the successful Proposer as a result of the proposed Contract; either as determined by the Authority.

5.4 Contract Terms

The Authority intends to enter into a two (2) year initial term agreement with the selected firm(s), with three (3) one year options to renew by mutual agreement.

ATTACHMENTS

(EXHIBITS / FORMS / DOCUMENTS)



Attachment A

RFP #22-053

SCOPE OF SERVICES

The Attorney shall provide, on an as-needed basis, comprehensive legal advice, opinions, interpretation, representation, and other services, to the Housing Authority, including, but not limited to the following:

Non-Payment of Rent Cases:

1. Review of "Notice to Quit" for legal validity;
2. Consult with Housing Authority regarding particular matter presented;
3. Prepare unlawful detainer pleadings;
4. File and serve summons and complaint; and provide copies to the Housing Authority's General Counsel;
5. Perform all required actions from initiation of the unlawful detainer action to final disposition, including responding to motions and demurrers, responding to and promulgating discovery, and prepare and defend witnesses at deposition; perform any necessary research and drafting of court documents, and appear in court on behalf of the Housing Authority;
6. Provide any Declarations to be signed by Housing Authority employees or Officials, must be provided no less than 3 court days prior to filing;
7. Appear and represent the Housing Authority in routine litigation; when the legal counsel is of the opinion that litigation is non-routine, the Housing Authority and its General Counsel shall be notified promptly;
8. Provide weekly email updates to the Housing Authority and its General Counsel;
9. Provide copies of motions from all parties ;
10. Provide Settlement Offers (with analysis, no less than three weeks before any drop-dead date if possible);
11. Any other matters that Unlawful Detainer Counsel believes are important or wants to discuss with Housing Authority's General Counsel; and
12. Perform related tasks as assigned by the Housing Authority;

"For Cause" Cases

1. Advise staff on preparation of pre-notices under Oakland's Measure EE;
2. Prepare Measure EE pre-notices when required by law;
3. Advise staff if cases are not sufficiently documented;
4. Prepare and serve notices for "For Cause" lease violations;
5. Prepare unlawful detainer pleadings;
6. File and serve the summons and complaint and provide copies to the Housing Authority's General Counsel;
7. Perform all required actions from initiation of the unlawful detainer action to final disposition, including responding to motions and demurrers, responding to and promulgating discovery and prepare and defend witnesses at deposition; performing any necessary research and drafting of court documents, and appearing in court on behalf of the Housing Authority;
8. All Declarations to be signed by Housing Authority employees or Officials must be provided no less than 3 court days prior to filing;
9. Provide analysis letters including legal analysis of fact, application of facts to law, and odds of success should the matter proceed to trial to the Housing Authority and its General Counsel;
10. Provide weekly email update reports to the Housing Authority and to its General Counsel;
11. Provide copies of motions from all parties;
12. Provide settlement offers with analysis, no less than two weeks before any drop-dead date if possible;
13. Any other matters that Unlawful Detainer Counsel believes are important or wants to discuss with Housing Authority's General Counsel; and
14. Perform related tasks as assigned by the Housing Authority.

Related Actions and Complex Unlawful Detainer Actions

1. Advise staff if cases are not sufficiently documented;
2. Prepare and serve notices;
3. Prepare unlawful detainer pleadings;
4. File and serve the summons and complaint;
5. File Writs if needed;

6. File and serve summons and complaint; and provide copies to the Housing Authority's General Counsel;
7. Perform all required actions from initiation of the unlawful detainer action to final disposition, including responding to motions and demurrers, responding to and promulgating discovery prepare and defend witnesses at deposition; performing any necessary research and drafting of court documents, and appearing in court on behalf of the Housing Authority;
8. Declarations to be signed by Housing Authority employees or officials must be provided no less than 3 court days prior to filing;
9. Appear and represent the Housing Authority in routine litigation; when the Unlawful Detainer counsel is of the opinion that litigation is non-routine, the Housing Authority shall be notified promptly;
10. Provide analysis letters including legal analysis of fact, application of facts to law, and odds of success should the matter proceed to trial;
11. Provide weekly email update reports to the Housing Authority and its General Counsel;
12. Provide copies of motions from all parties;
13. Provide settlement offers with analysis, no less than one week before any drop dead date if possible;
14. Perform related tasks assigned by the Housing Authority or any other matters that Unlawful Detainer Counsel believes are important after discussing with Housing Authority's General Counsel; and
15. Provide full Appellate services.



EXHIBIT B

PROPOSED COST FORM

The costs quoted shall include all taxes and any other charges including travel expenses. The quoted costs should include labor and equipment, including all tools and vehicles, as well as any overhead costs.

Please complete this form and submit it with your proposal.

Proposed Fee Calculation. For the purposes of scoring the "Fees" portion of the evaluation criteria (Section 4.5 Evaluation Criteria), the grand total of 50 hours of the partner rate and 50 hours of the attorney rate from the initial contract term will be used to compare fees and award points.

Proposed Fees for Contract. Since the proposed contract is a two-year agreement with three one-year options to extend, a price proposal must be included for all potential years of the extended contract. The proposed fees submitted in the table below will be used for contract prices. When the Authority exercises its option to extend the term of the contract, the proposed fees listed below shall be effective per corresponding option term.

Firm: _____

Title	Initial Term Hourly Rates	Option Year 1 Hourly Rates	Option Year 2 Hourly Rates	Option Year 3 Hourly Rates
Partner	\$	\$	\$	\$
Attorney	\$	\$	\$	\$
Paralegal	\$	\$	\$	\$
Legal Secretary	\$	\$	\$	\$
Other*	\$	\$	\$	\$
Travel Rate	\$	\$	\$	\$

* Please list any other positions and their hourly rates, as well as fees (copying, mail, fax, etc.), on a separate sheet of paper.

EXHIBIT C
CLIENT REFERENCE FORM

CURRENT CLIENT REFERENCES (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

Company

Address

City, ST, Zip

Fax/Phone Numbers

Contact Name/Title

Type of Engagement

Company

Address

City, ST, Zip

Fax/Phone Numbers

Contact Name/Title

Type of Engagement

Company

Address

City, ST, Zip

Fax/Phone Numbers

Contact Name/Title

Type of Engagement

Company

Address

City, ST, Zip

Fax/Phone Numbers

Contact Name/Title

Type of Engagement

Company

Address

City, ST, Zip

Fax/Phone Numbers

Contact Name/Title

Type of Engagement

Bidder's Company Name

Legal Structure (corp./partner/proprietor)

Principle Office Address

City, ST, Zip

Phone Number & Fax Numbers

Email

Federal Employer Identification Number

Title of Person Authorized to Sign

Print Name of Person Authorized to Sign

Date Signed and Authorized Signature

PROFILE AND CERTIFICATION FORM (Page 1 of 3)

(1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).

(2) Name of Firm: _____ Telephone: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Primary Contact for this Project: _____ Email Address: _____

(5) Identify Principals/Partners in Firm (Attach **professional resumes** for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please attach **professional resumes** for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Bidder Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

☐ Caucasian American (Male) _____%
 ☐ Public-Held Corporation _____%
 ☐ Government Agency _____%
 ☐ Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

☐ Resident-Owned* _____%
 ☐ African American _____%
 ☐ **Native American _____%
 ☐ Hispanic American _____%
 ☐ Asian/Pacific American _____%
 ☐ Hasidic Jew _____%
 ☐ Asian/Indian American _____%

☐ Woman-Owned (MBE) _____%
 ☐ Woman-Owned (Caucasian) _____%
 ☐ Disabled Veteran _____%
 ☐ Small Business _____%
 ☐ Other (Specify): _____%

If applicable, WMBE Certification Number: _____

Certified by (Agency): _____

(8) Federal Tax ID No.: _____

(9) Business Name as Listed on the California Secretary of State Website: _____

(10) California Secretary of State Entity Number: _____

(11) [APPROPRIATE JURISDICTION] Business License No.: _____

(12) State of _____ License Type and No.: _____

* The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OHA's "Section 3 Requirements" attached hereto. (**See 'Section 3 Requirements Form and Action Plan'**)

PROFILE AND CERTIFICATION FORM (Page 2 of 3)

(13) Vendor Diversity Outreach Requirements: The Authority requires vendors/contractors/proposers undertake good faith efforts to ensure that Minority Business Enterprises and Woman Business Enterprises are provided opportunities to contract with the Authority for the delivery of goods and services. The undersigned, as an authorized representative of the business identified herein, hereby declares that the following statements are, to the best of his/her/its knowledge, true and correct with respect to the efforts made in a "good-faith" attempt to comply with the Authority's outreach requirements and that said business will provide to the Authority evidence of the efforts described herein within three working days of such request.

a.) Written Notice

☐ Not less than _____ days prior to the submission of the bids/proposals, we provided written notice of our interest in bidding and requested assistance from organizations that provide assistance in the recruitment and placement of MBE/WBE and other business enterprises. **[NOTE: You may be requested to submit a list of organizations that provided such assistance.]**

☐ We **did not** provide such written notice.

b.) Advertisement

☐ Not less than _____ days prior to the submission of the bids/proposals, the undersigned party advertised for bids/proposals from interested MBE/WBE businesses in more than one daily or weekly newspaper, trade association publications, minority or trade oriented publications, trade journals, internet, social media and/or other media. **[Proof of advertisement must be attached.]**

☐ The undersigned party **did not** advertise for bids from MBE/WBE businesses.

c.) Participation

☐ The undersigned party directly solicited MBE/WBE businesses that have agreed to participate in this contract if awarded.

☐ The undersigned party **did not** obtain participation by MBE/WBE businesses.

(14) Insurance Certification: The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OHA's "Insurance Requirements" attached hereto. **(See 'OHA Insurance Requirements' attached)** Copies of insurance certificates may be submitted with the proposal or the information completed below. The insurance policies must name OHA as an additional insured and maintained throughout the term of the contract. The firm(s) must provide OHA with Certificates of Insurance for the preceding coverage. The insurance policies must provide a 30-day notice of cancellation and be primary to any other insurance carried by OHA.

Worker's Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

(15) 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 _____, or any local government agency within or without the State of _____? Yes ☐ No ☐

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

PROFILE AND CERTIFICATION FORM (Page 3 of 3)

- (16) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes ☐ No ☐

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (17) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the OHA or any person interested in the proposed contract; and that all statements in said bid are true.
- (18) Indemnification Certification: The undersigned party submitting this bid hereby certifies that the firm expressly agrees to indemnify, defend, hold harmless and indemnify the Authority, and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.
- (19) Section 3 and Labor Compliance (if applicable): The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OHA's "Section 3 Requirements" and Labor Compliance standards including submission of certified payrolls and paying employees the required prevailing wages. (Section 3 Information, Economic Opportunities Policy, and Labor Compliance standards may be found on our website at [www.oakha.org/ Business Opportunities/Section 3.](http://www.oakha.org/Business%20Opportunities/Section%203))
- (20) Labor Code Certification: The undersigned party submitting this bid hereby certifies that party submitting this bid hereby is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement".
- (21) Verification Statement: The undersigned party 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 HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

EXHIBIT E
QUALITY OF SERVICE

Quality of Service

1. Describe the approach your firm would use to provide quality service to the Authority; include examples of meeting the expectations of current and past clients.

2. Provide an average turnaround time (in business days) for each of the tasks listed in the table below for a typical case:

	Number of Business Days
1. Review and prepare initial pleadings	
2. Discovery	
3. Default/Trial	
4. Settlement Agreement, Judgment and Writ	



Acknowledgment of Mandatory Form of Contract

EXHIBIT F

Please read the following provisions, which are considered mandatory conditions of any Contract Award made by the Authority pursuant to this solicitation:

Contract Form: The Authority will not execute a Contract on the selected vendor's form. Contracts will only be executed on the Authority's Form (please see **Sample Contract Attached to this RFP/RFQ**) and by submitting a response, the successful proposer agrees to do so (please note that the Authority reserves the right to amend this form as Authority deems necessary).

The Authority may, in its sole discretion, consider amendments/modifications to its form of Contract, provided Vendor complies with the request for amendment/modification procedures set forth in the RFP/RFQ. **IF THE PROPOSED VENDOR AMENDMENTS AND/OR MODIFICATIONS TO THE FORM OF CONTRACT ARE NOT ACCEPTED BY THE AUTHORITY, THEN THE SUCCESSFUL VENDOR MUST EXECUTE THE CONTRACT FORM AS IS.** Failure of the Authority to accept such amendment/modification does not invalidate the Authority's Form of Contract. It is the sole responsibility of each prospective vendor to notify the Authority, in writing, before the question deadline, of any requests to amend/modify the Form of Contract. A successful Vendor's failure to execute the final form of Authority Contract shall automatically result in rescission of any award and Authority shall have the right to exercise all remedies available to it in law and equity.

By signing below you hereby acknowledge and agree to the terms and provisions discussed above:

Name of Firm: _____

Authorized Signature: _____

Date: _____

The enclosed “Acknowledgement of Form of Contract” **MUST** be included with your response.

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)



RFP #00-000 Title of RFP

Addendum #1

Date issued and released DATE

Changes to the RFP:

Responses to Questions:

The following questions were submitted by the deadline and are answered in this addendum.

Question #1:

Answer #1:

Question #2:

Answer #2:

Question #3:

Answer #3:

Question #4:

Answer #4:

Question #5:

Answer #5:



RFP #00-000 Title of RFP

Addendum #1

Date issued and released, DATE

Proposer hereby acknowledges this addendum:

Name of Firm: _____

Authorized Signature: _____

Date: _____

Acknowledgement of this Addendum MUST be included with your proposal.

SAMPLE OHA LEGAL SERVICES CONTRACT

OAKLAND HOUSING AUTHORITY

LEGAL SERVICES CONTRACT

This LEGAL SERVICES CONTRACT ("Contract") is entered into as of _____, 2008 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF OAKLAND, a public body, corporate and politic ("OHA"), and _____ (the "Attorney").

NOW, THEREFORE, OHA and the Attorney agree as follows:

1. SCOPE OF SERVICES

Attorney shall provide the services described on Exhibit A, "Scope of Services."

2. TIME OF PERFORMANCE

The term of this Contract shall begin on the Effective Date and continue for two (2) years, with two (2) one (1)-year renewal options unless terminated earlier as herein provided.

3. COMPENSATION, BILLING RATES, AND METHOD OF PAYMENT

A. Compensation. The maximum annual amount payable for this Contract is _____ Dollars (\$ _____). Any increase in the maximum amount payable must be approved by the OHA Board of Commissioners. OHA shall compensate Attorney according to the rate schedule attached as Exhibit B. Costs will be billed in addition to professional fees.

- (1) Billings are to be directed to Accounts Payable Finance Department, Oakland Housing Authority, 1619 Harrison Street, Oakland, CA 94612.
- (2) Invoices shall be accompanied with the following information, which may be supplied by computer printout:
 - (a) a summary, listing names of attorneys and paralegals who provided legal services, total hours for each and their hourly rates;
 - (b) number of hours worked per attorney or paralegal, on a daily basis;
 - (c) brief description of actual work done by each person (detailed narratives are not necessary), on a daily basis; and
 - (d) itemization of disbursements and costs.

SAMPLE OHA LEGAL SERVICES CONTRACT

- (3) Payments made by Attorney to others, including other firms and/or witnesses, for services in connection with the matter shall be included in the statement and supporting invoices shall be attached to the billing.

B. Method of Payment. Attorney will submit monthly billing invoices to OHA. The invoices shall include the billing amount, total hours invoiced, hourly billing rate, description of services rendered and costs incurred, and supporting documentation. OHA staff will review these invoices and take reasonable steps to secure payment within 30 days of receipt.

C. Taxes. No payroll or employment taxes of any kind will be withheld or paid by OHA on behalf of Attorney. OHA will not treat Attorney as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Attorney understands and agrees that it is Attorney's responsibility to pay all taxes required by law, including self-employment social security tax. OHA will issue an IRS 1099 Form, or other appropriate tax reporting document, to Attorney for the Contract services.

D. Benefits. Attorney will not be eligible for, and will not participate in, any health, pension, or other benefit of OHA which exists solely for the benefit of OHA employees during the Contract term.

4. NO PERSONAL LIABILITY

No member, official or employee of OHA shall be liable personally to Attorney or any successor in interest in the event of any default or breach by OHA or for any amount which may become due to Attorney or any successor or on any obligation under the terms of this Contract.

5. ASSIGNMENT OF CONTRACT

Attorney shall not assign this Contract, or any part thereof, without the prior express written consent of OHA.

6. EXAMINATION AND RETENTION OF RECORDS

A. Access shall be given by the Attorney to OHA, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers or other records of the Attorney which are directly pertinent to this Contract, for the purpose of making an audit, examination, excerpts, and transcripts.

B. Attorney shall retain all records pertinent to this Contract for three (3) years after OHA has made final payment and all related pending matters are closed.

7. CONFIDENTIALITY/PROPERTY OF OHA

All of the reports, information, data or other materials under this Contract, including Attorney's opinions and conclusions based upon such items, are confidential. Unless otherwise

SAMPLE OHA LEGAL SERVICES CONTRACT

stated in the Scope of Services, all such reports, information, data or other materials and work product shall become the property of OHA.

8. HUD REQUIREMENTS

Attorney agrees to comply with all relevant HUD requirements including the Section 3 Clause, attached hereto as Exhibit C and HUD Form 5370-C (1/2014), attached hereto as Exhibit D. In the event there is a conflict between this Contract and the HUD requirements set forth in Exhibits C and D, the HUD requirements shall prevail.

9. INDEMNIFICATION

Attorney shall defend, hold harmless and indemnify OHA and its commissioners, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability, including attorneys' fees, arising out of or connected with Attorney's performance of this Contract and any of Attorney's operations or activities related to this Contract, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.

10. INDEPENDENT CONTRACTOR

Attorney hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of OHA. Attorney has and hereby retains the right to exercise full control and supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. Attorney agrees to be solely responsible for all matters relating to payment of employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers' compensation requirements and all regulations governing such matters. Attorney agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

11. INSURANCE

Attorney must comply with OHA's "Insurance Requirements for Consultants" attached hereto as Exhibit E.

12. DISCLAIMER OF GUARANTY

Although Attorney may offer an opinion about possible results regarding any specific matter handled by Attorney, Attorney cannot guarantee any particular result. OHA acknowledges that Attorney makes no promises about the outcome of any specific matter and any opinion offered by Attorney in the future will not constitute a guaranty.

SAMPLE OHA LEGAL SERVICES CONTRACT

13. CONFLICTS OF INTEREST

Pursuant to the State Bar Act, California Business and Professions Code Section 6000 et sequitur, and the California State Bar Rules of Professional Conduct, the attorney/law firm must disclose any conflicts of interest which would prevent it from representing OHA, or which might prevent it from representing OHA without OHA's informed written consent. At this time Attorney is not aware of any relationship with any other party interested in the subject matter of Attorney's services for OHA under this Agreement. As long as Attorney's services for OHA continue under this Agreement, Attorney will not agree to provide legal services for any such party without OHA's prior written and informed consent.

14. NONDISCRIMINATION

There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. Attorney will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). 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; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

15. TERMINATION

OHA may, by written notice, at any time prior to the completion of the term, terminate this Contract for any reason, including but not limited to, convenience of OHA, default by the Attorney, or circumstances beyond the control of the Attorney. Upon giving OHA reasonable written notice, Attorney will have the right to withdraw as counsel for any reason permitted by the applicable rules of professional conduct, including failure to comply with the provisions of this agreement. In the event of any termination, OHA shall compensate the Attorney for work appropriately completed as of the date of the termination notice or the date of termination specified in and directed by such notice. Upon payment of the amount due, OHA shall be under no further obligation to the Attorney, financial or otherwise.

16. MISCELLANEOUS PROVISIONS

A. Notices. All notices, demands, consents or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

SAMPLE OHA LEGAL SERVICES CONTRACT

If to OHA: Housing Authority of the City of Oakland
 1619 Harrison Street
 Oakland, CA 94612
 Attn: _____

If to Attorney: _____

or to such other addresses as the parties may designate by notice as set forth above.

B. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the successors and assigns of OHA and Attorney. Where the term "Attorney" or "OHA" is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that OHA shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of Attorney where OHA approval of a successor or assign is required by this Contract.

C. Modification, Waiver and Amendment. Any modification, waiver or amendment of any of the provisions of this Contract must be in writing and signed by both OHA and Attorney.

D. Entire Contract. This Contract represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between Attorney and OHA affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Attorney and OHA with respect to the subject matter hereof.

E. Severability. If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.

F. Governing Law. This Contract shall be governed by the laws of the State of California. It is the responsibility of Attorney to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.

G. Headings. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

H. Attorneys' Fees. In any action or proceeding arising out of the interpretation of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

I. Alternative Dispute Resolution. In the event of a dispute between the parties regarding the interpretation of this Contract, the parties may agree to mediation or another form of alternative dispute resolution.

SAMPLE OHA LEGAL SERVICES CONTRACT

J. Authority. The undersigned represents and warrants that he or she has full power and authority to enter into this Contract and to bind the Attorney in accordance with its terms.

K. Designated Representative. The initial designated representative for OHA for this Contract is _____. The initial Attorney designated representative for this Contract is _____.

IN WITNESS WHEREOF OHA and Attorney have executed this Contract as of the date first above written.

By: _____

Federal Tax Identification No.

HOUSING AUTHORITY OF THE CITY OF
OAKLAND, a public body, corporate and politic

By: _____
Jon Gresley, Executive Director

SAMPLE

**EXHIBIT A
SCOPE OF SERVICES**

[Attach a description of the services to be provided]

SAMPLE

**EXHIBIT B
BILLING RATES**

ATTORNEYS AND RATE SCHEDULE

**[Attach list with agreed upon rate schedule, including
hourly rates for attorneys and paralegals, and reimbursable expenses]**

SAMPLE

EXHIBIT C
SECTION 3 CLAUSE

Section 3 Clause (12 U.S.C. 1701u) (24 CFR Part 135)

A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and 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 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Department of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Attorney will send to each labor organization or representative or workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Attorney will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subAttorney is in violation of regulations issued by the Secretary of the Department of Housing and Urban Development, 24 CFR Part 15. The Attorney will not subcontract with any subAttorney where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subAttorney has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided under this Contract and shall be binding upon Contactor, its successors and assigns. Failure to fulfill these requirements shall subject the Attorney, its subAttorneys, successors and assigns to those sanctions specified by 24 CFR Part 135.

SAMPLE

EXHIBIT D

HUD Form 5370-C (10/2006)

SAMPLE

EXHIBIT E INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be as least as board as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- | | |
|---|---|
| 1. General Liability: | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (Including operations, products and completed operations, as applicable.) | |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. Employer's Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 4. Errors and Omissions Liability: | \$1,000,000 per occurrence. |

Deductible and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by OHA. At the option of OHA, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OHA, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to OHA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

SAMPLE

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions.

1. OHA, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects OHA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by OHA, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after (30) days' prior written notice by certified mail, returned receipt requested, has been given to OHA.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors and Omissions coverages are written on a claims-made form:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
4. A Copy of the claims reporting requirements must be submitted to OHA for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise acceptable to OHA. Exception may be made for the State Compensation Insurance Fund when not specially rated.

Verification of Coverage

Consultant shall furnish OHA with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by OHA before work commences. OHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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

Oakland Housing Authority

INSURANCE REQUIREMENTS

Consultant/Contractor/Organization shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant/Contractor/Organizer, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be as least as board as:

1. Insurance Services Office **Commercial General Liability coverage** (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering **Automobile Liability**, Code 1 (any auto).
3. **Workers' Compensation insurance** as required by the State of California and Employer's Liability Insurance.
4. **Errors and Omissions Liability** insurance appropriate to the consultant's profession. Consultant's coverage is to be endorsed to include contractual liability up to breach of contract or non proforma.
5. **Fidelity Bond** appropriate to the on/off site personnel - coverage is to be endorsed to include indemnification from misconduct and dishonesty of contractor's/consultant's personnel.
6. **Cyber Security Insurance coverage** is to be endorsed to include indemnification from breach of contract and unauthorized client data access.
7. **Professional Liability Coverage** is to be endorsed to include indemnification from misleading or fraudulent acts.
8. **Builders Risk Insurance** as required by the State of California
9. **Crane Physical Damage Insurance** as required by the State of California (Code Section 1763.1).
10. **Pollution Insurance** – CalEPA standards of air emissions.
11. **Garage Liability** as required by the Bureau of Automotive Repair of the State of California (BAR) – to be endorsed for injury and property damaged.

Oakland Housing Authority

Minimum Limits of Insurance

Consultant/Contractor/Organizers shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(Including operations, products and completed operations, as applicable.)
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: **\$1,000,000** per accident for bodily injury and property damage.
4. Builders Risk Insurance: **\$1,000,000** per occurrence for direct physical property damage.
5. Cyber Insurance: **\$1,000,000** per occurrence to cover both 1st and 3rd party claims through the entire contract; \$200 per record per occurrence in the amount not to exceed the cost of the full contract. Provide identity theft product to effected entities for one (1) year.
6. Builders Risk Insurance: **\$1,000,000** per occurrence for direct physical property damage.
7. Crane Physical Damage Insurance: **\$1,000,000** per occurrence for direct physical property damage.
8. Pollution **\$1,000,000** per occurrence for direct air emissions violations.
9. Professional Liability (Errors & Omissions) **\$1,000,000** is to be endorsed to include indemnification from misleading or fraudulent acts, defense against negligent claims and damages. Failure to perform on the part of the service provider up to and including breach of contract.

Oakland Housing Authority

10. Garage Liability

\$1,000,000 per occurrence for bodily injury and property damage from direct garage operations not covered under commercial or business liability insurance. Garage insurance will consist of an employee dishonesty provision for theft or vandalism done by an employee to any Authority vehicle while in the possession of the garage.

Deductible and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees and volunteers; or the Consultant/Contractor/Organizers shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability is to contain, or be endorsed to contain, the following provisions.

1. The Authority, its commissioners, members, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant/Contractor/Organizer; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor/Organizer.
2. For any claims related to this project, the Consultant's/Contractor's/Organizer's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its commissioners, members, officers, agents, employees or volunteers shall be excess of the Consultant's/Contractor's/Organizer's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after (30) days' prior written notice by certified mail, returned receipt requested, has been given to the Authority.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its commissioners, members, officers, agents, employees and volunteers.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the

Oakland Housing Authority

additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise acceptable to the Authority.

Verification of Coverage

Consultant/Contractor shall furnish the Authority with certificates of insurance and with original endorsements evidencing coverage required by this clause. All certificates and endorsements are to be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**Oakland Housing Authority shall be named as an additionally insured on all policies, certificate of insurance and endorsements.*

VENDOR PROTESTS AND CLAIMS PROCEDURES

VENDOR PROTESTS AND CLAIMS PROCEDURES

The following are the definitions of terms used in this section.

Definitions:

<i>OHA:</i>	The abbreviation for the Housing Authority of the City of Oakland, California, commonly known as the Oakland Housing Authority.
<i>Claim:</i>	The assertion of facts which serves as the basis for a demand of payment, reimbursement, or compensation believed by the vendor to be due the vendor. The claim must be submitted in writing, by the affected vendor, on the "Notice of Protest or Claim" form (Form MMO9501; hereinafter referred to as "Notice" or "the Notice") furnished by OHA (form attached).
<i>Contract Award Date:</i>	Date of Board Approval (if applicable) or Purchase Order Date
<i>Contracting Officer:</i>	The Executive Director of OHA or the person designated by the Executive Director in writing.
<i>Finding of Fact:</i>	Results of investigation of information presented.
<i>Posted Website Date:</i>	Date When Information was Posted on Website
<i>Protest:</i>	A written complaint about, or an objection to, an administrative or procurement action or decision by OHA. The protest must be submitted, including any and all facts on which it is based, by the affected vendor, on the "Notice of Protest or Claim" form (MMO-9501) provided by OHA (form attached).
<i>Response to Solicitation:</i>	The vendor's written bid, quotation or proposal submitted in response to OHA's call for bids, quotations or request for proposals.
<i>Vendor:</i>	The person or firm that is involved in bidding, proposing, or quoting on an OHA material or service requirement, or has contracted with OHA to provide material or perform a service, or a person who has an interest in such matters.

Who May Submit A Protest or Claim:

Any person or entity that meets the definition of vendor as referenced above may submit a protest or claim.

This procedure applies to bidding procedures for amounts above the 'Small Purchase' threshold (> \$100,000). For Small Purchases (\$2,000 - \$100,000), all complaints, protests, or claims will be referred to the Deputy Executive Director for resolution.

Vendor protests, claims, or disputes shall be resolved using the following procedures:

A. Protests after the Bid, Quote, or Proposal Opening, but Prior to Award of Contract:

1. Any protest or claim must be submitted in writing by the vendor on the Notice of Protest or Claim form. The form, along with any supporting documents, must be sent by certified, registered or overnight mail or delivered by a reputable delivery service with a delivery receipt to the following address:

CCGS (Contract Compliance & General Services)
Oakland Housing Authority
1619 Harrison St
Oakland, CA 94612

2. ***Under the Competitive (Sealed) Bids Process:*** Vendor must submit a written Notice of Protest or Claim to the Authority's Contracting Officer within ***five business days*** of the *bid opening date*.

Under the RFPs (Request for Proposals) Process: For RFPs where there is no bid opening, Vendor must submit a written Notice of Protest or Claim to the Authority's Contracting Officer within ***five business days*** of the date on which the name of the Contractor has been released after the completion of the evaluation process or the "Posted Website Date". The 'Posted Website Date' is the date that CCGS will post the selected Contractor as a result of the evaluation panel member decision. Please note that the selection of the final Contractor is contingent upon final board approval (if applicable) and/or all required documents have been received.

3. All protests or claims must contain, at a minimum, the following to be considered valid:

- The Name(s), address(es), telephone and fax number(s), email address(es) and title(s) of the person(s) filing the protest or claims;
- The name of the company and the address, telephone and fax number(s) and email addresses thereof (if different from above);
- The title and number of the solicitation (i.e., bid, proposal and quotation);
- The signature of the vendor or agent representing the vendor;
- A detailed description of the grounds for the protest or claim, and identification of the specific statutory or regulatory provision(s) that the OHA contracting personnel or other relevant employees allegedly have violated;
- A detailed statement of all the relevant fact (including how the vendor was aggrieved or prejudiced against) with any supporting documentation; and,
- The type of relief and redress the vendor is seeking.

4. Immediately upon receipt of the vendor's notice, the Contracting Officer shall send the vendor an acknowledgement for receipt of the Notice. The Oakland Housing Authority acknowledgement shall indicate if the Notice was filed within the required time period. A late notice is not eligible for consideration under this procedure and will be rejected

5. The vendor's protest, along with the tabulation sheet, scope of work of the solicitation, copies of responses received, and any other relevant documents, shall be provided to the Contracting Officer. The Contracting Officer shall review the vendor's protest and the circumstances and prepare a "Finding of Fact."

6. Based upon the "Finding of Fact", the Contracting Officer may take any of the following actions or any other actions deemed to be appropriate and within the scope of statutory and regulatory requirements.

- (a) Determine that the protest is invalid.
- (b) Reject all responses to the solicitation.
- (c) Cancel or revise the solicitation.

The decision of the Contracting Officer shall be final.

B. Special Circumstances:

Board Approval: If the dollar amount of the lowest responsive, responsible bidder is above the amount threshold requiring approval by the Board of Commissioners, the Contracting Officer shall make a recommendation of action to the Board ratifying this finding.

C. OHA Recordkeeping Requirement:

OHA shall maintain a complete and detailed record of all protests and claims. The record shall include all pertinent correspondence, the written or recorded minutes of any meetings with the vendors making the protests or claims, and any information used in determining OHA's actions in the disposition of protests or claims.

NOTICE OF PROTEST OR CLAIM

All protests or claims must contain, at a minimum, the following to be considered valid:

- The Name(s), address(es), telephone and fax number(s), email address(es) and title(s) of the person(s) filing the protest or claims;
- The name of the company and the address, telephone and fax number(s) and email addresses thereof (if different from above);
- The title and number of the solicitation (i.e., bid, proposal and quotation);
- The signature of the vendor or agent representing the vendor;
- A detailed description of the grounds for the protest or claim, and identification of the specific statutory or regulatory provision(s) that the OHA contracting personnel or other relevant employees allegedly have violated;
- A detailed statement of all the relevant fact (including how the vendor was aggrieved or prejudiced against) with any supporting documentation; and,
- The type of relief and redress the vendor is seeking.

This form must be completed with additional applicable documents attached.

CLAIMANT INFORMATION			
Name of Claimant:		Date:	
Address:		Phone:	
Email:		Fax:	
COMPANY INFORMATION (if different from above)			
Name of Company:			
Address:		Phone:	
AGENT INFORMATION (if Agent Filing)			
Name of Agent:	Date:		
Address:		Phone:	
Email:		Fax:	

Referenced (if applicable):

Bid/RFP No.:	
Project Description:	
Purchase Order No.:	
Invoice No.:	

REASON FOR CLAIM OR PROTEST: *(Attach copies of detail documents if any)*

(OHA Use Only)

Date Received:	Contracting Officer:
Notification:	Filing Date:
Comments:	

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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