FORT WORTH HOUSING SOLUTIONS

RFP NO. 2019-103

Third Party Property Management Services

Release Date: May 22, 2019

RFP Due Date: June 14, 2019

EQUAL HOUSING OPPORTUNITY

REQUEST FOR PROPOSALS

RFP NO. 2019-103 Third Party Property Management Services

Fort Worth Housing Solutions (FWHS) is currently accepting **sealed proposals**.

Sealed proposals shall consist of one (1) USB flash drive, one (1) original bound copy of the RFP, and three (3) bound copies of the proposal containing all materials as listed in the RFP.

FWHS reserves the right to reject any or all proposals. MBE/WBE firms are encouraged to submit proposals.

All questions for the RFP must be submitted in writing and e-mailed to Jeannine Charles at procurement@fwhs.org or faxed to (817) 333-3593 no later than, 2:00 p.m. CST on June 4, 2019.

PRE-PROPOSAL:	**May 30, 2019 at 10:00 a.m. CST**
	Fort Worth Housing Solutions
	1201 E. 13th Street, 2nd Floor Board Annex
	Fort Worth, TX 76102
Dial-in Number:	**(563) 999-2272**
Meeting ID	**603801**

RFP DUE DATE/TIME:	**June 14, 2019 at 11:00 a.m. CST**
	FWHS Procurement Office
	1201 E. 13th Street, 1st Floor South Entrance
	Fort Worth, TX 76102

Solicitation documents are available either on our website at https://www.fwhs.org/bid-invitations/, or can be picked-up Monday through Friday between 8:30 a.m. and 5:00 p.m. starting May 22, 2019, at the following location:

Fort Worth Housing Solutions
Procurement Department
1201 E. 13th Street, 1st Floor, South Entrance
Fort Worth, TX 76102
(817) 535-6877

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I. INTRODUCTION

Fort Worth Housing Solutions (FWHS) is pleased to issue this Request for Proposal (RFP) for Third Party Property Management Services.

FWHS is seeking **sealed proposals** from interested and qualified companies who have experience with property management, to manage multiple properties in FWHS' affordable housing portfolio. These properties include multi-family/mixed-income developments throughout the city of Fort Worth. In addition to these affordable housing units, others may be added to the portfolio in the future or current properties may be removed due to ownership changes or development plans. The intent of the RFP is to identify companies that are qualified to perform services described in the scope of services.

FWHS is dedicated to changing the face of affordable housing and developing communities where people can flourish. Through acquisitions, rehabilitation and new construction of multi-family developments, FWHS affordable housing portfolios consists of 6,000 affordable housing units, that include mixed income, public housing, Rental Assistance Demonstration (RAD), project based rental assistance (PBRA), project based vouchers (PBV), low income housing tax credits (LIHTC), market rate, historical tax credits and HOME Investment Partnerships Program (HOME) funds.

Third party property management companies with expertise and demonstrated experience in LIHTC, PBV public housing, RAD PBRA, HOME and other housing subsidies as well as state/local funding are encouraged to submit a proposal.

Services performed by the third party management company, must be in full compliance with all rules and regulations of HUD programs and all other applicable federal regulations including, but not limited to, Section 504/Uniform Federal Accessibility Standards (UFAS), Americans with Disabilities Act (ADA), Davis-Bacon wage requirements, federal environmental requirements and federal procurement requirements.

In addition to the federal laws, rules and regulations, all third party property management companies must also be in compliance with all state of Texas regulations, including where applicable, those governing Texas Department of Housing and Community Affairs (TDHCA) Low-Income Housing Tax Credit program, the city of Fort Worth and FWHS requirements.

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

II. SCOPE OF SERVICES

A. Scope of Services

Third party property management companies are to provide the following general services; but aren't limited to:

1. Ensure that all properties are well maintained, provide safe and sanitary living conditions, perform necessary repairs, and address any tenant issues;
2. Provide security services as requested by FWHS;
3. Identify and address emergency situations immediately and provide follow-up to FWHS staff as soon as possible there-after;
4. Facilitate the execution of leases, rental agreements, amendments, renewals, and cancellations with existing tenants and future tenants and collect monthly rent payments;
5. Facilitate eviction of non-paying tenants, tenants who violate terms of the lease agreement, when necessary and in accordance with program specific rules and regulations;
6. Ensure that all tenants are eligible persons or families and are income-qualified pursuant to all federal, state and local requirements; including Section 42 of the Internal Revenue Service (IRS) code of the Texas Department of Housing and Community Affairs Low Income Housing Tax Credit (LIHTC) policies, and that rents meet the definition of affordable pursuant to the applicable program, which could include public housing, RAD-PBRA and/ or PBV in accordance with HUD (additional program requirements may be identified by FWHS throughout the term of the contract), as applicable;
7. Provide training opportunities relating to public housing, PBV/ RAD-PBRA, and LIHTC policies and administration to third party management staff. Ensure that all staff reaches proficiency in program administration, including in properties where there are multiple programs. The cost of such training will be paid for by each property;
8. Manage and maintain occupancy in accordance with HUD standards to achieve and maintain a high performer status;
9. Supervise and arrange the routine maintenance and minor repairs of properties, including arrangement for janitorial services and landscaping services;
10. Collaborate with FWHS to encourage tenant participation in the FWHS Family Self-Sufficiency (FSS) Programs and Resident Supportive Services programs respectively and provide space at the site for services;
11. Develop accurate and concise operating budgets including costs for general maintenance, repair, compensation and security. Each operating budget shall include suggested capital improvements, detailed suggestions for the improved operation of the properties covered and a detailed narrative.
12. Submit monthly revenue and expenditures reports to FWHS;
13. Maintain accurate records pursuant to HUD requirements including procedures for reporting monthly rent collections, enforcing the terms of the rental agreements, annual income and rent

re-certifications, and annual inspections of the units to ensure compliance with Uniform Physical Conditions Standards (UPCS) and transmit said records and reports to FWHS on a monthly basis. Examples of required reports include, but are not limited to: financial reports, work order reports, occupancy reports, and PIC reports.

14. Maintain all resident data in the operating system(s) utilized by FWHS and be able to obtain access to HUD Secured Systems, such as Employment Income Verification (EIV) and Tenant Rental Assistance Certification System (TRACS). Currently, the operating system used is Emphasys Elite for Public Housing Residents and OneSite for ALL resident data or other approved tenant management software.
15. Demonstrate a working knowledge and management experience in HCV, PBV, RAD-PBRA, LIHTC market rate and any other housing subsidy offered through FWHS or other federal/state housing subsidy programs.

See Attachment 1 for the current list of properties, please note, FWHS' portfolio may change due to ownership changes or development plans.

III. SUBMISSION PROCEDURES & REQUIREMENTS

Proposal(s) must be submitted no later than **11:00 a.m. CST on June 14, 2019.** Faxed proposals will not be considered.

Any proposal received after the specified date and time **will not** be considered. **Proposals must be in the specified office of FWHS on or before the above specified date and time.** If you choose to mail your proposal, it must arrive by the specified date and time, regardless of the postmark date.

The proposal package must be **sealed, labeled** accordingly, and **received** by Fort Worth Housing Solutions' Procurement Department at time listed above at the location listed below:

Fort Worth Housing Solutions
RFP NO. 2019-103 Third Party Property Management Services
1201 E. 13th Street, 1st Floor South Entrance
Fort Worth, TX 76102
Attn: Procurement Department

Respondents must submit the following in order for the submission to be considered complete:

- One (1) paper version of the proposal with original signatures labeled "Original;"
- Three (3) bound copies of the proposal labeled "Copy;"
- One (1) USB flash drive containing the full proposal.

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

A. Information Required in the Proposal

1. Letter of Interest (TAB 1)

a) Include contact name and address: name, title, email, telephone and fax number to be contacted for clarification or additional information regarding proposals (Cover letter).

b) A brief statement summarizing the Respondent's company and relevant experience and qualifications.

c) Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document and a corporate resolution, if applicable, signed by the Secretary of the Respondent and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.

2. Past Performance on Similar Projects (TAB 2)

Provide information about past clients for whom the Respondent provided the same or similar services. You may also provide references from related service providers or agency personnel. Include a brief description of Respondent's business relationship with the reference.

3. Proposed Staffing and Sub-Contractors Responsibilities and Qualifications (TAB 3)

Provide the following information relative to the proposed staffing and sub-contractors for this contract:

a) Provide background information regarding each current staff member and subcontractor proposed for this project that accurately describes his or her employment history and relevant experience providing services similar to those described in this RFP.

b) Discuss your firm's approach to recruiting, evaluating, hiring, developing, training and retaining skilled staff.

c) Discuss your firm's policies and procedures regarding equal opportunity in employment, contracting, purchasing, etc.

d) Provide an outline of the job qualifications and experience of key employees in your organization, as well as those who you would expect to be involved with the property.

e) Provide a schedule of wages and benefits offered to the positions that would be assigned to the property.

f) Provide an organizational chart that illustrates how these positions fit into your organization.

4. Methodology (TAB 4)

a) ***Staffing:*** Provide a sample-staffing plan for the management of approximately 100 units of rental property comprised of federal low-income public housing, tax credit and market rate units, including on-site staff, regional or supervisory staff, and executive point of contact. Include in this plan the anticipated responsibilities of FWHS.

b) ***Financial Reporting:*** Provide an actual or prototypical budget and income and expense report for a property owned and managed by the Respondent as evidence of the team's financial reporting systems and expertise in operating matters. Discuss your experience with or ability to provide:

i. Accrual Accounting - Do you generate accrual accounting statements and what software is used?

ii. Electronic Posting - Do you have the ability to deliver accounting statements and reports electronically?

iii. Budgeting Procedures – How do you implement budget control for a specific site?

iv. Provide a sample monthly statement packet.

c) ***Operational Policies:*** Based on your experience, provide suggestions and comments regarding project operations that you believe essential to successful operations. Provide a copy of a site-level procedural manual. Discuss your firm's approach to the following:

i. Management Plan – Provide a sample management plan for the property. Discuss in detail the following:

- Maintenance
- Resident services
- Resident Relations
- Marketing (including Affirmative Fair Housing marketing)
- Strategic Planning
- Management/Staff Review
- Occupancy Rate
- Rent Collection
- Section 504/UFAS Compliance
- Reasonable Accommodations/Fair Housing
- Routine Maintenance and Preventative Maintenance
- Public Relations and Crisis Management

5. Proposed Fees (TAB 5)

Proposed hourly rates and level of service are reasonable and appropriate in relation to the services requested.

6. Financial Statement (TAB 6)

Should include one copy of the last three years for the primary member of the team and any guarantors. If required, this information may be confidentially included by Respondent as long as this documentation is clearly marked confidential.

7. HUD Forms (TAB 7)

Each Respondent must complete the form HUD-5369-C, as provided in Exhibit B.

8. FWHS Forms (TAB 8)

Each Respondent must complete the applicable forms as provided in Exhibit C.

B. Request for Information

Respondents desiring any explanation or further information regarding the solicitation must submit an e-mail request no later than **2:00 p.m. CST on June 4, 2019** to Jeannine Charles at procurement@fwhs.org. Any clarification and/ or information will be furnished promptly as a written addendum to the RFP and posted on the FWHS website at www.fwhs.org/bid-invitations.

C. Evaluation Process

A selection committee composed of FWHS staff will review proposals in accordance with this RFP and will recommend to the FWHS Board of Commissioners the firm(s) most advantageous and supportive of the agency's needs. The selection committee and/or the Board of Commissioners may at its discretion request interviews with Respondents to discuss specific aspects and clarifications of their proposal(s). The Board of Commissioners will make the final decision.

D. Anticipated Schedule of Events

The anticipated schedule for the RFP and contract approval is as follows:

Event	Date
RFP available for distribution	Wednesday, May 22, 2019
Pre-Proposal Conference	Thursday, May 30, 2019 at 10:00 a.m. CST
Deadline for receipt of written questions	Tuesday, June 4, 2019 at 2:00 p.m. CST
Tentative response to written questions	Thursday, June 6, 2019
RFP Due Date	Friday, June 14, 2019 at 11:00 a.m. CST
Estimated Contract Award Date	To be determined

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

IV. EVALUATION/SELECTION CRITERIA

RFP will be evaluated and rated on, but may not be limited to, the following criteria:

CRITERIA	POINTS
Background and Experience Demonstrate successful experience and capability of the Respondent in providing services described in this RFP.	**20**
Experienced of Proposed Staff Demonstrated successful experience and capability of the proposed staff and sub-contractors proposed for this project in providing the services described in this RFP.	**20**
Capacity Demonstrated ability of the Respondent to provide the resources (staffing, equipment, office facilities and other) necessary for the timely and efficient implementation of FWHS' goals and objectives as described in this RFP.	**20**
Methodology The Respondent's proposed methodology is reasonable and logical and will ensure that FWHS requirements will be met and indicates that the Respondent has a clear understanding of the scope of services required.	**20**
Proposed Fees Proposed hourly rates and level of service are reasonable and appropriate in relation to the services requested.	**20**

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

V. UNAUTHORIZED COMMUNICATIONS

To protect the integrity of the procurement process, FWHS requires all communications regarding this solicitation to be directed to the Procurement Department Only **by either phone, e-mail or fax number as listed in this solicitation**. No officer, employee, agent or representative of the Respondent shall have any contact or discussion directly or indirectly through others to seek influence on any FWHS Board member, and/or employee during this solicitation process. Any violation of this prohibition may result in Respondent being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this solicitation.

VI. GENERAL CONDITIONS OF THE RFP

A. General Conditions

1. LATE SUBMISSIONS WILL NOT BE ACCEPTED OR CONSIDERED.
2. FWHS reserves the right to accept or reject any and all proposals submitted, either in whole or in whole or in part, with or without cause; to waive any informalities of any proposal; to extend, amend or cancel this RFP at any time; and, to make the award in the best interest of FWHS.
3. FWHS reserves the right to request additional information, if needed, from prospective Respondents.
4. In the event that it becomes necessary for FWHS to revise any part of this RFP, revisions will be provided in the form of an Addendum to all prospective Respondents. FWHS may issue and does require Respondents to acknowledge addendums to the RFP. Proposals must conform to any addenda that may be issued to this RFP.
5. Proposals that are incomplete or not in conformance with the submission requirements may be eliminated from further consideration. Respondents should note carefully the submission requirements.
6. All proposals submitted in response to this RFP will be considered public information and may be made available to the general public (including news media) unless Confidential and/or Proprietary information is submitted under separate cover and is clearly designated as such.
7. The Respondent shall provide an oral presentation regarding proposal submitted, if requested to do so by FWHS.
8. Respondents may modify or withdraw a proposal prior to the RFP due date, by an authorized representative of that organization. All submissions will become the property of FWHS after the RFP Deadline.
9. The Respondent affirms that he/she is of lawful age and that no other person, firm, partnership, or corporation has any interest in this submittal or in the contract proposed to be entered into.
10. The Respondent affirms that its proposal is made without any understanding, agreement or connection with any other person, firm, partnership or corporation making a submittal for the same purpose, and is in all respects fair and without collusion or fraud.
11. The Respondent has carefully read the provisions, terms, and conditions of the RFP document and does hereby agree to be bound thereby.
12. FWHS reserves the right to make multiple awards from this RFP and also retains the right to negotiate with the selected firm(s).

13. Additional services and/or service adjustments may be added or deleted during the life of any contract awarded hereunder as mutually agreed upon in writing between FWHS and Respondent.

14. Respondent must meet FWHS' insurance requirements as requested in the RFP.

15. The Respondent will not offer any gratuity, favor, or anything of monetary value to any officials or employee of FWHS for the purpose of influencing consideration of a response to this RFP.

16. FWHS reserves the right to disqualify any proposal(s) that may present a conflict of interest between Fort Worth Housing Solutions, its employees or Board members, Respondent(s), or parties identified in the proposal.

17. Proposals may NOT be withdrawn for one-hundred twenty (120) days from the RFP due date.

18. Proposed fee is inclusive of all necessary costs to provide the proposed services, including but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; vehicle fuel, etc. Each fee proposed shall be fully "burdened" with profit and overhead costs.

19. If a Respondent has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its proposal and such information may be sufficient ground for disqualification. If the selected firm fails to disclose such information and FWHS discovers it thereafter, then FWHS may terminate the contract immediately.

B. Mistakes in Proposals

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

1. The mistake and the intended correct offer are clearly evident on the face of the proposal.

2. The Respondent submits written evidence which clearly and convincingly demonstrates both the existing offer and such correction would not be contrary to the fair and equal treatment of other Respondents.

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

C. Conflicts of Interest

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

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

D. Indemnity

The Contractor shall indemnify and hold harmless FWHS for any and all claims, lawsuits, causes of action and liability arising out of the execution, performance or nonperformance of this Agreement or in connection with the Contractor use of FWHS premises. The costs of any actions stated herein will be the sole responsibility of the Contractor.

E. Acceptance of RFP and Contract Terms

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

The contract may be for two years with a one-year renewal option. All contract extensions must have the mutual consent of all parties and must be requested and accepted in writing. The Respondent must maintain compliance with all federal, state, local and laws and regulations.

F. Contract Award

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

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

G. Section 3

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 HUDs regulations in 24 CFR Part 135, which implement Section 3.

H. Insurance

If a Respondent(s) receives an award and unless otherwise waived in the Contract, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements to FWHS within 10 days of contract signature.

Business Automobile Liability	Required Limits
FWHS and its affiliates must be named as an additional insured and as the certificate holder. Must include both owned and un-owned vehicles.	$5,000,000 combined single limit, per occurrence
Workers Compensation and Employer's Liability	**Required Limits**
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is $500,000 A waiver of Subrogation in favor of FWHS must be included in the Workers' Compensation policy. FWHS and its affiliates must be named as a Certificate Holder.	Statutory $500,000
Commercial General Liability	**Required Limits**
This is required for any vendor who will be doing hands on work at FWHS properties. FWHS and its affiliates must be named as an Additional Insured and as the Certificate Holder.	$ 500,000 per accident $ 500,000 aggregate

I. No Warranty

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

J. Expense of RFP Submission

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

VII. ATTACHMENT 1 — FWHS FEE PROPOSAL FORM

FWHS FEE PROPOSAL FORM

(Portfolio may change due to ownership changes or development plans)

Property Name	Address	Proposed Fee/Paid Monthly
Butler Place Apartments	1201 Luella Street Fort Worth, TX 76102	
Cambridge Court Apartments	8135 Calmont Avenue Fort Worth, TX 76116	
Candletree Apartments	7425 South Hulen Street Fort Worth, TX 76133	
Cavile Place Apartments	1401 Etta Street Fort Worth, TX 76105	
Carlyle Crossing Apartments	6300 Vega Drive Fort Worth, TX 76133	
Fair Oaks Apartments	4401 Quail Trail Fort Worth, TX 76116	
Fair Park Apartments	4400 Fair Park Blvd. Fort Worth, TX 76115	
Hillside Apartments	300 Crump Street Fort Worth, TX 76102	
Hometowne @ Matador Ranch Apartments	8500 Crowley Road Fort Worth, TX 76134	
Hunter Plaza Apartments	605 West 1st Street Fort Worth, TX 76102	
Knights of Pythias Apartments	303 Crump Street Fort Worth, TX 76102	
Pavilion at Samuels Avenue Apartments	1120 Samuels Avenue Fort Worth, TX 76102	
Siddons Place Apartments	250 Pennsylvania Avenue Fort Worth, TX 76104	
Stallion Pointe Apartments	9075 South Race Street Fort Worth, TX 76140	
Villas by the Park Apartments	2450 East Berry Street Fort Worth, TX 76119	
Villas of Eastwood Terrace Apartments	4700 East Berry Street Fort Worth, TX 76105	
Villas on the Hill Apartments	5713 Lincoln Terrace Drive Fort Worth, TX 76107	
Wind River Apartments	8725 Calmont Drive Fort Worth, TX 76116	
Scattered Site -- Duplex	3014 North Nichols St, Apt A Fort Worth, TX 76106	
	3014 North Nichols St, Apt B Fort Worth, TX 76106	
Scattered Site -- Duplex	4909 Geddes Ave Fort Worth, TX 76107	
	4911 Geddes Ave Fort Worth, TX 76107	
Scattered Site -- Duplex	4913 Geddes Ave Fort Worth, TX 76107	
	4915 Geddes Ave Fort Worth, TX 76107	

Property Name	Address	Proposed Fee/Paid Monthly
Scattered Site -- Duplex	2017 North Sylvania Ave, Apt A Fort Worth, TX 76111	
	2017 North Sylvania Ave, Apt B Fort Worth, TX 76111	
Scattered Site -- Duplex	604 Colonial Street Fort Worth, TX 76111	
	606 Colonial Street Fort Worth, TX 76111	
Scattered Site -- Duplex	2621 Wilson Road Fort Worth, TX 76112	
	2623 Wilson Road Fort Worth, TX 76112	
Scattered Site -- Duplex	2615 Wilson Road Fort Worth, TX 76112	
	2617 Wilson Road Fort Worth, TX 76112	
Scattered Site -- Duplex	6513 Oak Forest Court Fort Worth, TX 76112	
	6515 Oak Forest Court Fort Worth, TX 76112	

Company Name_____

Address:_____
(of company)

Signature:_____ Print Name:_____

Phone Number:_____ Fax:_____

Email Address:_____

VIII. ATTACHMENT 2 - SAMPLE PROFESSIONAL SERVICES CONTRACT

Attachment 2

Professional Services Contract for Property Management Services

SAMPLE

PROFESSIONAL SERVICE CONTRACT
FOR
Property Management Agent Services

Property Management Agreement

This Management Agreement is made the _____ day of _____, _____, (the "Effective Date") between _____, ("Owner") with principal offices located at 1201 E. 13th Street, Fort Worth, Texas 76102, and _____, with principal offices located at _____, ("Managing Agent").

The Owner engages Managing Agent to manage and operate the below listed property or properties the ("Property"). Owner is authorizing discretionary control to Managing Agent of the day-to-day management and operation of the Property. Managing Agent accepts the appointment as exclusive Managing Agent for the Property subject to the terms and conditions set forth in this Agreement.

Property to be Managed

Name: _____
Location: _____
Number of Dwelling Units: _____

1. Term

1.1. Initial Term of Agreement

The Initial Term of this Agreement shall commence on the Effective Date of this Agreement, and shall be effective for a period of twelve (12) months, unless renewed or terminated as set forth in this Agreement.

1.2. Renewal Term

This Agreement shall automatically renew for terms equal to the Initial Term, unless on or before the 30th day prior to the expiration of the Initial Term, written notice of the intent to terminate is provided by either party to this Agreement in accordance with the "Notice" provision as defined below.

1.3. Notice

Any notice, demand, consent, approval, communication request or document to be provided hereunder to a party hereto shall be (a) in writing, and (b) deemed to have been provided:

1.3.1. (1) 48 hours after being sent via certified or registered mail in the United States mail, postage prepaid, return receipt requested; (2) the next business day after having been deposited, in the appropriate delivery time frame, with a national next-day courier service; or (3) upon having been sent by facsimile transmission or electronic mail or other means of immediate electronic communication with verification that such transmission is received.

1.3.2. If hand delivered, receipt thereof must be acknowledged in writing.

1.3.3. Notices must be delivered to addressees at addresses identified in the signature section of this Agreement and at such other addresses or facsimile number as the Parties may have advised the other in writing, to ensure appropriate and timely action is taken.

2. Termination

2.1. Termination

If Owner terminates this Agreement without Good Cause as defined herein, at any time during the Initial Term of this Agreement, Owner shall pay a termination fee for the balance of the Initial Term calculated using the previous month's fee. If Owner terminates this contract for Good Cause, all obligations to Managing Agent, including obligations for monthly payment or other Compensation, shall cease immediately. After the Initial Term, either Party may terminate this Agreement upon thirty (30) day written Notice.

2.2. Termination for Cause

This Agreement may be terminated by either Party at any time upon "Good Cause", defined as follows: Good Cause for Termination by the Owner must be related to dishonesty, fraud, misappropriation, willful misrepresentations

SAMPLE

to the Owner, breach of contract, or material mismanagement by the Managing Agent. "Good Cause" for termination by Managing Agent must be related to dishonesty, fraud, failure to fund resulting from other than material mismanagement or willful misrepresentations to the Managing Agent. Good Cause termination as asserted by either Party shall be stated in writing and reasonably documented. The violating Party shall have fifteen (15) days to cure the violation to the satisfaction of the non-violating Party.

2.3. **Termination Activity**

Upon termination of this Agreement, the Managing Agent shall relinquish to Owner all information, equipment, materials, and financial data required for the continued operation of the Property. Owner shall pay Managing Agent any outstanding Compensation, other payments or reimbursements pursuant to this Agreement, through the date of termination. All cash, trust accounts, investments and records shall be turned over to Owner immediately. Upon termination for any reason the following will apply:

2.3.1. The Managing Agent shall cease to represent the Owner or take or cause to be taken any action on Owner's behalf or to disburse any of the Owner's funds.

2.3.2. The Managing Agent will promptly deliver to Owner all books, keys, records computers, telephones, and documents including, but not limited to, all original leases, service contracts, unpaid invoices, accounting records, equipment, materials, supplies, and other property required to continue operations or which are the property of Owner.

2.3.3. The Managing Agent shall do all that is reasonable to facilitate the orderly transition of management of the Property. All funds shall be promptly delivered to Owner.

2.3.4. No later than ten (10) business days following termination, Managing Agent shall render to Owner an accounting of all funds of the Owner held by the Managing Agent relating to the Property and reflecting the balance of the income and expenses on the Property as of the date of termination.

2.3.5. Managing Agent shall perform all reporting and accounting functions requested hereunder for the period of time from the date of the last report or accounting to the date of termination of this Agreement.

3. On-Site Management Facilities

Owner shall provide adequate on-premises space for a management office for use by the Managing Agent. Owner shall pay from the Annual Operating Budget all reasonable customary expenses related to such office, including, but not limited to, adequate furnishing, equipment, postage, office supplies, electricity, computers and related software, telephone, answering services and security monitoring services, if any, which are necessary to operate the management office and any other expenses as approved in the Annual Operating Budget.

4. Property Information

As soon as practicable, the Owner will furnish the Managing Agent a complete set of building plans and specifications (if available), as well as any existing service contracts. In addition, the Owner will provide available copies of all manufacturers' preventative maintenance schedules, guarantees and warranties pertinent to the fixtures, appliances and mechanical equipment used in the operation of the Property. It is understood that the Managing Agent may have to assist in the development of this information if it is not available to Owner.

5. Independent Contractor

5.1. Competitive Acknowledgment

Owner acknowledges that Managing Agent is in the property management business. It is agreed that Managing Agent will continue to engage in this activity notwithstanding that some or all of Managing Agent's other properties may be in direct or indirect competition with Owner's interest. Managing Agent shall notify Owner as to any/all property under its management that may be in direct market competition with Owner's property/properties. Managing Agent shall make best efforts to assure that its engagement with other properties shall not unreasonably interfere with management of Owner's property/properties.

5.2. Independent Contractor

Managing Agent is an independent contractor; nothing in this Agreement shall be construed as making Owner and Managing Agent partners, joint ventures, joint employer or as making Managing Agent an employee of Owner for any

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purpose. Further, nothing in this Agreement shall be construed as making any employee of the Managing Agent an employee of the Owner.

6. Management Agent Duties and Responsibilities

6.1. Duty

Managing Agent shall have the sole and exclusive duty and authority to manage, control, and supervise the Property's operations and associated business affairs. Notwithstanding the Managing Agent's duties as described in the preceding sentence, Owner shall have the right and opportunity to make ongoing inspections and supervise the Managing Agent's operations with regards to the Property. Managing Agent is obligated to conform to all applicable federal, state, and local laws, statues, regulations, and guidelines applicable to the operation of the Property. This includes program specific operations associated with the Property which may include, but are not limited to, guidelines set forth by Section 42 of the Internal Revenue Service, Texas Department of Housing and Community Affairs, HUD information for Low Income Housing Tax Credit, Public Housing, RAD and other HUD recognized programs. In addition, Managing Agent shall comply with Owner's occupancy policies as required, provided that they are in full compliance with all Federal, State and Local housing laws. Managing Agent's standard of care shall conform to reasonable and prudent industry practices as generally accepted by other Apartment Management Companies in the North Texas Region and in compliance with all applicable regulatory requirements.

6.2. Actions on Behalf of Owner

Unless otherwise expressly provided, all actions taken by Managing Agent for the Property under contract shall be taken in the name of, on behalf of, and for the account of Owner at the Owner's expense and in Owner's best interest.

6.3. Leasing and Occupancy

6.3.1. The Managing Agent shall conduct required screening and certifications for all applicants for residences to include required verifications subject to the relevant program requirements upon move-in. The Managing Agent shall prepare and verify all eligibility certifications and re-certifications following initial move-in in accordance with all applicable laws, regulations, guidelines, or procedures set forth for specific programs established above. The Managing Agent shall follow the Owner's admission and continued occupancy policies in addition to other applicable standards as required by Owner provided they are in compliance with all Federal, State and Local housing laws.

6.3.2. The Managing Agent shall collect, deposit and disburse security deposits in accordance with the terms of the tenants' lease agreements and applicable Federal, State, and Local laws. All security deposits shall be deposited in a bank account separate from all other accounts and funds for property operation. The balance of the account must at all times be equal to the deposit liability to include any accrued interest as prescribed by applicable state and local laws concerning interest payments on security deposits. All deposits shall be held in a federally insured institution and account.

6.3.3. The Managing Agent shall collect all rents, charges and other amounts receivable on the Owners behalf in connection with the management and operation of the property. All receipts (with exception for Security Deposits as noted above) shall be deposited in a bank account in a federally insured institution, separate from all other accounts and funds for property operation.

6.3.4. The Managing Agent will to the best of its ability ensure full compliance by the tenants to the lease terms. The Managing Agent may lawfully terminate any tenancy when, in the Managing Agent's judgment, sufficient cause (including but not limited to nonpayment of rent) for such termination occurs under the terms of the lease. For this purpose, the Managing Agent is authorized to consult with legal counsel to bring action for eviction and to execute notices to vacate and judicial pleadings relevant to such action. Attorney fees and other necessary costs incurred in connection with such actions will be paid out of the Property's General Operating Account.

7. Maintenance and Repair:

7.1. Duty

The Managing Agent shall maintain all facets of the physical property in good repair and in accordance with applicable local codes and state laws in a condition acceptable to the Owner and in accordance with the approved

SAMPLE

Annual Operating Budget. Any maintenance and repair work will be treated as a property expense. Managing Agent will diligently and prudently execute all decisions concerning maintenance, repair, landscaping, and capital improvements related to the Property/Properties described herein. All repairs and replacements must be equal in quality and class to the original work. Without diminishing this obligation of Managing Agent, if Managing Agent fails to make any repairs and replacements within 30 days after notice of the occurrence of the damage or injury, Owner may at its option make the repairs and replacements. However, in no event shall Managing Agent be responsible for uncovering violations of building, zoning, subdivision, fire or other codes or other laws and regulations (including laws relating to accessibility) or for defects or other shortcomings in the Project or its construction. Managing Agent's responsibility as to such matters will be limited to advising Owner of problems that come to the attention of Managing Agent and implementing, at Owner's cost, remedial steps directed by Owner on terms consistent with this Agreement.

7.2. Owner Notification

The Managing Agent will not contract for any repair, modification, service, alteration, or improvement at a cost in excess of $3,000.00 without the express approval of Owner, unless the expense is in an Owner approved Annual Operating Budget.

7.3. Emergency Repair

Managing Agent shall immediately take prudent and necessary action using good judgment and execute in the event of an emergency situation necessitating such action to protect the property or the residents from damage or harm. Managing Agent shall notify Owner of the emergency and any associated action taken immediately.

7.4. Preventative Planned Maintenance

Managing Agent will provide a written Maintenance Plan outlining specific policy, procedure, and documentation methodology for all maintenance activities. This plan shall include a regularly scheduled and documented preventative inspections program for all buildings, common areas, systems, and units located on the property and shall conform to the Annual Operating Budget of the Owner. The inspection criteria must be specific to the Property components being inspected. In addition, the plan must include timelines and protocol for following up on deficiencies noted as a result of inspection and the documentation of such. The objective of this process is to provide a proactive maintenance operation designed to maintain the property and associated components to extend useful life, maintain a safe environment, predict capital needs, mitigate the probability of catastrophic failure, and remove identifiable hazards to ensure a safe living environment.

7.5. Contractors

The Managing Agent shall contract with qualified independent contractors for the maintenance, service, or repair of Owner's Property as required for services and repairs. Managing Agent shall insure all contractors and services are properly qualified, licensed and insured for the work being contracted. Management Agent shall provide to Owner all current and any new contracts upon request.

7.6. Documentation of Work

The Managing Agent shall systematically document and act upon all work requests generated from residents, self-inspection, or the Owner or Owner's representatives. Action taken to resolve requests shall be managed in an expedient manner. All service requests and associated activity shall be thoroughly documented. All documentation shall be maintained in an organized fashion and held on file at the Property.

8. Procurement

8.1. Purchasing

Managing Agent will select and contract, on behalf of Owner, and with vendors, suppliers, contractors, subcontractors, consultants, attorneys, accountants, and others. Managing Agent shall not incur any obligation in excess of $3,000.00 without the express permission of Owner, unless the expense is already included in an approved Annual Operating Budget or subject to an Emergency as outlined in Section 7.2.

8.2. Levels of Procurement

8.2.1. Purchases between $1.00 and $2,000.00: Managing Agent may routinely make purchases based on prudence and good judgment for materials, services, or equipment within these cost parameters.

8.2.2. Purchases between $2,000.00 and $50,000.00: Three competitive written quotes must be secured prior to a purchase being made. The proposal must be from qualified firms proposing costs for equal service.

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8.2.3. Purchases over $50,000.00: Any purchase meeting this criterion must be made in accordance with the Owner's procurement policies.

8.3. Documentation

Managing Agent shall maintain accurate, reliable, and consistent documentation validating that all requirements outlined in 8.2 are on file at either the Property or the Managing Agent's corporate office.

9. Other Agreements

Managing Agent will negotiate and execute agreements for utilities, concessions, services, supplies, equipment, repair, renovation, and others for general operation of the Property for the benefit of the Property as related to their duties under the terms of this agreement.

In contracting or executing the agreements for the operation of the Property, Managing Agent shall be acting solely as Owner's agent, and Owner agrees to indemnify, defend and save Managing Agent, its principals, representatives, and employees, harmless from and against all claims asserted and losses sustained by reason of such obligations and expenditures incurred within the scope of Managing Agent's authority, except claims or losses resulting from the willful misconduct or gross negligence of Managing Agent. Managing Agent may advise any contracting party with whom it deals that Managing Agent is acting as Owner's agent, and that Managing Agent shall have no liability for the obligation or expenditure, and may exact a commitment from the contracting party to look only to the Property or Owner for payment.

10. Employees of Managing Agent

All site based personnel shall be employees of the Managing Agent and shall be hired, paid, supervised and discharged as deemed necessary or desirable by the Managing Agent. All Employees engaged in the operation and maintenance of the Property shall be employees of the Managing Agent and on the payroll of the Agent. All salaries and related expenses associated with employees working "on-site" (either permanent, temporary or roving) and included in the Annual Operating Budget and including but not limited to salaries, social security, employment taxes, medical insurance, workers compensation insurance, training, vacations, bonuses, housing allowance if applicable shall be expensed out of the Property's General Operating Account and reimbursable by Owner. Managing Agent shall not arbitrarily increase any salary, insurance, or bonus of any on-site employee without expressed written consent of Owner or in accordance with the approved Annual Operating Budget.

11. Compliance with Laws, Regulation, and/or Established Guidelines

11.1. General

Managing Agent shall use good faith efforts to comply with all statutes, ordinances, laws, rules, regulations, orders, or guidelines set forth by federal, state, or local regulatory governmental bodies, having jurisdiction over the Property. Managing Agent shall in good faith apply for, obtain and maintain all required licenses, permits, certificates, as required, or advisable, in connection with the operation of the Property. Managing Agent shall notify Owner immediately upon receipt of any official governmental order or notice. The Managing Agent shall take no action so long as the Owner is contesting, or has affirmed its intention to contest any such order or requirement.

11.2. Nondiscrimination

In the performance of its obligation under this Agreement, Managing Agent shall comply with the provisions of any federal, state and local law, and all HUD rules and regulations, prohibiting discrimination in housing, employment, or any other aspect of operation on the grounds of race, color, religion, sex, marital or familial status, national origin or disability.

11.3. Housing Programs

Managing Agent must demonstrate a high degree of expertise and competency in the administration of various housing programs as applicable with Property operation. Managing Agent must comply with all federal, state, and local laws, regulations, codes, guidelines, and other applicable standards for Section 42 Low Income Housing Tax Credit as

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administered by TDHCA, Housing Choice Voucher, RAD, Market Rate and other Housing programs as appropriate. In addition, Managing Agent shall comply with Owner's admissions and continued occupancy policy as required by Owner.

12. General Operating Accounts

12.1. Definition

One or more bank accounts in which all income and receipts from operation of the Property are promptly deposited and used to disperse and pay from such accounts all costs and expenses of the Property including Managing Agent's Compensation.

12.2. Use

Managing Agent shall promptly deposit all revenues associated with the Property in the Operating Account when the same is collected. The funds in the Operating Account must be used to pay the normal and reasonable expenses incidental to the operation and maintenance of the Property pursuant to the approved Annual Operating Budget and as requested by Owner. Expenses include, but are not limited to, taxes, mortgage, property insurance, management and maintenance operations, or capital improvements. Managing Agent shall not commingle funds with the funds of the Owner or the property. All funds deposited in the Operating Account are the property of the Owner held in trust for the Owner by the Managing Agent. The Operating Account shall be subject to the control of both the Managing Agent and the Owner, either of whom may withdraw thereon.

12.3. Petty Cash

Managing Agent shall maintain a petty cash fund in an amount not to exceed $300.00 (from the money in the Operating Account) and make payments there from in a manner consistent with generally accepted accounting practices. Such petty cash shall be subject to the same rules and restrictions set forth above with respect to the Operating Account

12.4. Security Deposits

The Managing Agent shall collect, deposit and disburse security deposits in accordance with the terms of the tenant lease agreements. The amount of each security deposit will be specified in the rental criteria and the collection and disbursement of these deposits will be governed by applicable state and local law. All security deposits will be deposited in a bank account separate from all other Property General Operating Accounts. The balance of the account must at all times be equal to the deposit liability to include any accrued interest. The Managing Agent shall comply with any and all applicable state and local laws concerning interest payments on security deposits.

12.5. Accounting, Recordkeeping, Reporting Fees

Except as otherwise provided for in this Agreement, all off-site bookkeeping, clerical and other Managing Agent's overhead expenses will be borne by the Managing Agent out of its own funds and will not be treated as property expenses. Third party payroll expenses shall be considered Managing Agent's overhead expenses and will be borne by the Managing Agent out of its own funds and will not be treated as property expenses.

12.6. Accounting and Financial Statements

Managing Agent shall supervise, direct, and maintain an accounting system for the Property and cause financial statements and reports to be prepared and delivered to Owner as often as reasonably requested by Owner and in a form acceptable to Owner. Accounting and Financial Statements and Reports will be delivered to the Owner upon request but at a minimum, no later than the 15th day of the month following the period covered by the Statements and Reports.

12.7. Owner Funding

In the event the balance in the general Operating Account is at any time insufficient to pay disbursements referenced above that are due and payable the Managing Agent will inform the Owner in writing of this fact and the Owner will then remit, within a reasonable period of time after receiving such written notification, to the Managing Agent sufficient funds to cover the deficiency. In no event should Managing Agent be required to use its own funds to pay such disbursements relative to operation of the Property.

13. Budgets

13.1. General

Annual operating and capital budgets for Property operations shall be approved by Owner ("Annual Operating Budget"). Annual disbursements for major expense categories in the budget will not exceed the amount authorized by the approved budget except under direct instruction from Owner. Managing Agent shall prepare a recommended

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operating and capital budget for each fiscal year. Managing Agent shall develop and submit same within 45 days of assuming property management responsibility under the terms of this Agreement. Preliminary Annual Operating Budget must be submitted to Owner no later than November 1st for the forthcoming year. A finalized Owner and Managing Agent Annual Operating Budget will be in place by January 1st of the year for which the budget is prepared. Managing Agent makes no guaranty, warranty, or representation whatsoever in connection with the Budgets, such being intended as estimates only, and Managing Agent will have no responsibility for any shortfall because the Project operations do not achieve the results projected in any Budget.

13.2. Variances

The Budget shall constitute a major control under which Managing Agent shall operate the Project, and there shall be no substantial variances there from except as permitted by other provisions of this Agreement. Consequently, except as permitted by other provisions of this Agreement, no expenses may be incurred or commitments made by Managing Agent in connection with maintenance and operation of the Project which exceed the total Budget for the period in question by more than 8% without the prior consent of Owner, provided that the foregoing limitation shall not apply to expenses for taxes, insurance, utilities or other non-controllable expenses; and provided that Managing Agent may pay expenses in excess of Budget allowances if the expenses represent reallocation among periods of amounts otherwise allowed by this provision.

14. Records and Reports

14.1. System of Records

The Managing Agent will establish and maintain a comprehensive system of records, books and accounts in a manner satisfactory to the Owner. All records, books and accounts will be subject to examination at reasonable hours and with reasonable advance notice by any authorized representative of the Owner.

14.2. Audit

With respect to each fiscal year ending on December 31st during the term of this Agreement, Managing Agent shall have the Property accounts audited in accordance with the provisions of the Single Audit Act, OMB Circular A-133 by a certified public accountant. The report will be prepared in accordance with generally accepted accounting practices and submitted to the Owner within 60 days after the end of the fiscal year. The preparer's services will be paid out of the general Operating Account as an expense of the Property. Owner may designate the Auditing Firm.

14.3. General Reporting and Meeting

The Managing Agent will meet with the Owner monthly with respect to the physical, financial and operating condition of the Property. The Managing Agent shall furnish the Owner with a monthly Owner's management report to include at a minimum a statement of receipts and disbursements, balance sheet, cash flow statement, a comparative operational budget demonstrating the current period and YTD budgeted to actual revenues and expenses, a leasing and occupancy analysis and report, and any other financial and operational information reflecting the status of the property for the period ending the previous month. In addition, weekly leasing activities and operational narrative and statistical reports are required by Owner. Managing Agent shall deliver the Weekly Reports to Owner no later than each Tuesday.

14.4. Other Reports

The Managing Agent shall provide to the Owner and/or the funding agent at the direction of Owner all financial statements set forth in the Loan Agreement and reports required by the TDHCA Tax Credit, HUD, or other such Program(s). Such statements and reports may include but not be limited to the following: Annual Financial Statements, Quarterly Financial Statements, Monthly Rent Role, Net Operating Revenue Statement and an Annual Management Report. All reports submitted to Owner, funding agent, or governmental agency shall satisfy all reasonable and customary requirements and be subject to Owner prior approval.

15. Insurance

15.1. General Coverage

Owner will obtain and keep in force insurance upon the Property to include fire, comprehensive, liability, and other insurances generally carried by reasonable and prudent Owners of facilities similar to the Property in the North Texas area. All insurance will be in an amount acceptable to Owner with one such provision being public liability coverage (with limits not less than $5,000,000 per occurrence) with the Managing Agent designated as one of the insured. Owner's

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liability insurance shall include coverage for losses arising from the ownership, management and operation of the property. If Owner's liability insurance has a deductible, or similar clause, Owner shall be responsible for paying any losses that are not covered by Owner's liability insurance because of said deductible or similar clause. As between Owner's liability insurance and Managing Agent's liability insurance, Owner's liability insurance shall for all purposes be considered the primary coverage. No claim shall be made by Owner with respect to any insurance maintained by Managing Agent except in the event that Owner's liability insurance is exhausted or does not provide coverage for the applicable loss (and in all cases the claim shall be only to the extent Managing Agent has liability for the insured event). Owner shall have its insurance carrier accept these coverage requirements by endorsement to its policy.

15.1.1. Waiver of Subrogation; Insurance as First Source of Recovery

(a) Each insurance policy maintained by Owner or Managing Agent with respect to the Property (including any property and casualty insurance maintained by Owner) shall contain a waiver of subrogation and similar rights, so that the insurer shall have no claim over or against Owner or Managing Agent, as the case may be, by way of subrogation or otherwise, with respect to any claims that are insured under such policy.

(b) Managing Agent hereby releases Owner from all of Managing Agents rights of recovery, whether through subrogation or otherwise, for any and all liabilities, claims, causes of action, losses, demands, judgments, settlements and costs and expenses(including attorney's fees and court costs) to the extent the same are covered by insurance coverage maintained by Owner. Owner hereby releases Managing Agent from all rights of recovery, whether through subrogation or otherwise, for any and all liabilities, claims, causes of actions, losses, demands, judgments, settlements and costs and expenses (including attorney's fees and court costs) to the extent the same are covered by insurance coverage maintained by Owner.

15.2. Documentation

Owner shall provide to Managing Agent copies of insurance certificates. Managing Agent shall provide same to Owner to validate required coverage equal to that required of Owner to include Fidelity coverage. In addition, Managing Agent shall provide copies of certificates for automobile coverage at levels acceptable to Owner and Workers compensation coverage in the statutory amounts as required by the State of Texas.

15.3. Contracted Services Coverage

Managing Agent shall require proof of sufficient insurance coverage from servicing contractors and vendors. The minimum coverage shall be as follows:

15.3.1. Workers' Compensation: Statutory Amount

15.3.2. Employers Liability: $100,000.00

15.3.3. Comprehensive General Liability

15.3.3.1.$500,000.00 Bodily Injury per person

15.3.3.2.$500,000.00 Bodily Injury per person

15.3.3.3.$500,000.00 Property damage, or

15.3.3.4.$1,000,000.00 combined single limit

15.4. Claims

Managing Agent shall immediately notify Owner upon receiving notice of any claim of loss, damage, or injury, or as soon thereafter as reasonably possible. Managing Agent shall take no action (such as admission of liability), which might bar the Owner from obtaining any protection afforded by any policy Owner may hold or which might prejudice Owner or its insurance carrier in the defense of a claim based on such loss, damage or injury. Managing Agent and Owner shall cooperate with each other in the defense of any such claims, demands or proceedings. Managing Agent agrees that Owner shall have the right, at the Owner's option, to conduct the defense of any claim, demand, or suit within the limits prescribed by Owner's insurance policy or policies, but Managing Agent shall retain the right to defend and allow insurers to defend under Managing Agent's insurance policies.

16. Mutual Cooperation

Owner and Managing Agent shall cooperate in all reasonable ways necessary or conducive to the efficient and prudent operation of the Property. Without limiting the generality of the preceding sentence, Owner and Managing

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Agent agree to provide one another with access to files, books, and records relevant to the Property or its operation, and to execute documents and instruments deemed necessary to fulfill their duties under this Agreement in order to operate the Property efficiently and effectively.

17. Managing Agent Compensation

17.1. Compensation

The Managing Agent shall be compensated for its services as the General Managing Agent and Leasing Agent of and for the Property. Owner shall pay to Managing Agent a Management fee comprised of (____%) of "Gross Revenue" derived from or connected with the _____ affordable units on property.

17.2. Gross Revenue

The term "Gross Revenue" means the following receipts (excluding security deposits, unless or until recognized by Owner as income) arising from the operation of the Property (whether or not received by Managing Agent on behalf or for the account of Owner): regular rents, rental payments of leases or space on the Property, vending machines, or concession revenue, maintenance charges paid by residents of the Property, in addition to regular rents, non-refundable fees, late charges, service charges, forfeited security deposits, parking fees, proceeds from the sale of resident's property, and all other money paid for the use or with respect to the Property. "Gross Revenue" shall be determined on a cash basis.

17.3. Payment

Compensation will be paid on a monthly basis and expensed to the Property's general Operating Account and treated as a property expense. Compensation will be payable on the twentieth (20th) day of each month for the term of this Agreement, and shall be subordinate to payment of debt service, payment of insurance and deposits to any replacement reserve fund; however, Owner shall not be relieved of its responsibility to pay such compensation and for Owner to provide funds pursuant to section 12.7 herein to make all disbursements, including the Managing Agent's compensation.

17.4. Exempted Fees

Receipts for some programs may be exempted from "Gross Revenue" calculations based on the specific housing program. As examples, a Shelter Plus Care and/or Public Housing related Housing program may provide an administrative fee in conjunction with the "Grant" or "Program" in lieu of conventional compensation as described in 17.1 and 17.3. Therefore, these subsidized rents and associated revenues will be exempted and not factored into any Gross Revenue calculation.

18. Indemnities

18.1. Managing Agent's Indemnities

Managing Agent agrees to indemnify and defend and hold harmless Owner including all officers, directors, employees, agents, and contractors against any liability, claim, judgment, loss, cost, expense, including, but not limited to, reasonable attorneys' fees, any of which may be made against Owner and arising out of the following:

18.1.1. Any acts of the Managing Agent, its employees and/or agents beyond the scope of Managing Agent's authority hereunder and are not authorized by Owner.

18.1.2. Willful misconduct or gross negligent acts of the Managing Agent, its employees, and/or Agents.

18.1.3. All fines, suits, losses, costs, liabilities, claims, demands, actions, and judgments of every kind and character (including reasonable attorneys' fees), arising out of or relating to any breach or default in performance of any obligation under this Agreement, whether during the Term or after its expiration or earlier termination, and any gross negligence or willful misconduct of Managing Agent or any person employed by the Managing Agent except to the extent caused by either the Owner or events beyond the reasonable control of the Managing Agent. If an employee (full-time, part-time, or temporary) of Managing Agent suffers an injury at the Property, Managing Agent shall cause the injured employee to exhaust all rights under the applicable Workers' Compensation Laws before any claim arising from the injury is asserted by Managing Agent against the Owner. Managing Agent shall indemnify, defend, and hold Owner harmless from all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments suffered by Owner arising from Managing

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Agent's failure to cause its injured employee to exhaust all rights under the applicable Worker's Compensation Laws before Managing Agent makes any claim against Owner. In no event will such injured employee or Managing Agent have a claim against Owner if injury is the result of negligence or gross negligence or Managing Agent or its employee(s). The indemnification provisions of this Paragraph 18.1 shall not be construed or interpreted as in any way restricting, limiting, or modifying Owner's insurance or other obligations under this contract and is independent of Owner's insurance and other obligations under this contract.

18.2. Owner's Indemnities

18.2.1. The Owner agrees to indemnify and defend and hold harmless the Managing Agent including all officers, directors, employees, agents, and contractors against any liability or claim, judgment, loss, cost, expense, including, but not limited to, reasonable attorneys' fees, any of which may be made against Managing Agent arising out of or in connection with (i) performance of Managing Agent's duties hereunder in accordance with this Agreement or (ii) facts, occurrences, or matters first arising prior to the date of this Agreement. Owner, at its own cost and expense, shall defend any action or proceeding against Managing Agent arising therefrom, or (iii) Gross Negligence or willful misconduct by Owner, or (iv) environmental matters not caused my Managing Agent.

18.2.2. Owner acknowledges that the services provided by Managing Agent will not be free from any slow-down, interruption, or stoppage by governmental bodies, regulatory agencies, utility companies, and others supplying services or caused by the maintenance, repair, replacement, or improvement of any equipment involved in the furnishing of the services or caused by changes of services, alterations, strikes, lock-outs, labor controversies, fuel shortages, accidents, acts of God, the elements, or other causes beyond the reasonable control of Managing Agent. No slow-down, interruption, or stoppage of the services may be construed as a termination of this contract.

18.3. Survival

This section shall survive the termination of this Agreement.

19. Interpretative Provisions

19.1. Entirety and Amendments

At all times this Agreement will ensure to the benefit of and constitute a binding obligation upon the principal parties and their respective successors and assigns. This Agreement constitutes the entire agreement between the Owner and the Managing Agent with respect to the management and operation of the Property, and no change will be valid unless made by a supplemental written agreement. This Agreement may not be modified, waived or discharged, in whole or in part, or a new agreement formed except by an instrument in writing signed by Managing Agent and Owner.

19.2. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall constitute a complete original agreement, which may be introduced in evidence or used for any other purpose without production of any of the other counterpart or counterparts containing collectively if more than one counterpart, the signatures of both parties.

19.3. Assignment

Neither party to this Agreement may make any assignment of this Agreement without the written consent of the other party, any attempt to do so shall be null and void and without effect.

19.4. Number and Gender of Words

Whenever the singular is used in this Agreement, it will include the plural where appropriate, and vice versa, and words of any gender will include the other gender, where appropriate.

19.5. Additional Documents and Acts

Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

19.6. Debts of Owner

In performance of its duties as Managing Agent acting solely on behalf of Owner, all debts and third party liabilities to a third persons incurred by Managing Agent in the course of its business and those required for management of the

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Property shall be debts and liabilities of Owner only, and Managing Agent may not be liable for any such debts or liabilities.

19.7. Governing Law.

This Agreement and the rights and obligations of the parties hereto shall be deemed made under the law of the State of Texas and shall be construed and enforced in accordance with and governed by the laws of the State of Texas. The Parties hereby irrevocably submit to the jurisdiction of the state and federal courts of the State of Texas and agree that exclusive venue and jurisdiction of any and all lawsuits brought on or in connection with this Agreement shall lie in Tarrant County, Texas to the exclusion of all other venues.

19.8. Attorney's Fees

In the event any party hereto initiates litigation to enforce this Agreement, the party that substantially prevails shall be entitled to recover reasonable attorney's fees, expenses and court costs incurred in connection with such litigation.

19.9. No Third Party Beneficiaries

Nothing contained herein, expressed or implied, is intended to confer upon any person or entity other than the parties hereto and their successors in interest and permitted assigns any rights or remedies under or by reason of this Agreement.

19.10. Severability

Should any provision of this Agreement be void or unenforceable for any reason, such provision shall be deemed omitted and this Agreement with such provisions omitted shall remain in full force and effect.

20. Reservations of Owner

Owner reserves the following rights, exercisable without notice and without liability to, and without consent of Managing Agent without disturbance of Managing Agent's discretionary control of the day-to-day operations of the Property:

(a) To change the Property name or street address.

(b) To install, affix, and maintain any signs on the exterior and interior of the Property.

(c) To retain at all times, and to use in appropriate instances, keys to all doors within and into the Property.

(d) To have and retain a paramount title to the Property free and clear of any act of Managing Agent purporting to burden or encumber the Property.

(e) To transfer, assign, or convey, in whole or in part, the Property and rights under this contract. If, however, Managing Agent transfers, assigns, or conveys its rights under this contract, Owner is released from any further obligations under this contract.

IN WITNESS THEREOF, the Principal Parties have executed this Agreement on the date first above written.

OWNER,

_____

By: _____

Name: _____

Title: _____

SAMPLE

MANAGEMENT AGENT,

_____

By: _____

Name: _____

Title: _____

SAMPLE

IX. EXHIBIT A – DOCUMENTS CHECKLIST

DOCUMENTS CHECKLIST

All documents, including this Checklist, must be completed in full and submitted within the one (1) original bound copy, three (3) bound copies and on the one (1) USB, in the requested order, or the package may be considered as a non-responsive submittal.

Initial if Required	Documents Included in Proposal(s)
_____	Documents Checklist
_____	Signed Acknowledgment of Receipt of Addendum/Addenda, if applicable
_____	FWHS Fee Proposal Form—Attachment 1
_____	Form HUD 5369-C
_____	Business References
_____	Non-Collusive Affidavit
_____	Conflict of Interest Questionnaire
_____	Profile of Firm
_____	Sample Insurance Certificates
_____	M/WBE Participation
_____	Section 3 Forms
_____	Equal Employment Opportunity
_____	W-9

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

Name _____

Title _____

Company _____

X. EXHIBIT B – HUD FORMS

1. Form HUD 5369-B
2. Form HUD 5369-C
3. Form HUD 5370-C

Instructions to Offerors Non-Construction

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

Exhibit B

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 solicita- tion 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) It 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 off offerors.

5. **Responsibility of Prospective Contractor**

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

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

Certifications and Representations of Offerors
Non-Construction Contract

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

Exhibit B

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

☐ Black Americans
☐ Hispanic Americans
☐ Native Americans
☐ Asian Pacific Americans
☐ Asian Indian Americans
☐ Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

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

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section III, Labor Standards Provisions*, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

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

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

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

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
(ii) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

(i) The awarding of any Federal contract;

(ii) The making of any Federal grant;

(iii) The making of any Federal loan;

(iv) The entering into of any cooperative agreement; and,

(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;

(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;

(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

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

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

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

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

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

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

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

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

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

22. Procurement of Recovered Materials

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

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

XI. EXHIBIT C – FWHS FORMS

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

Exhibit C

BUSINESS REFERENCES

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

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Email: _____

Description: _____

_____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Email: _____

Description: _____

_____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Email: _____

Description: _____

_____

FORM OF NON-COLLUSIVE AFFIDAVIT
(PRIME BIDDER)

State of_____

County_____,being first duly sworn, deposes and says:

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

(1) That affiant employed no person, confirmation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction of the public building or project in securing the public contract were in the regular course of their duties for Affiant; and

(2) That no part of the contract price received by Affiant was paid to any person, corporation, firm, association or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for Affiant.

(3) That such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or try to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of Affiant or of any other Bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

_____
Signature*

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

SUBSCRIBED AND SWORN TO before me, this the _____day of _____, 20____.

_____
NOTARY PUBLIC

My Commission Expires: _____, 20_____

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

(The law requires that you file an update completed questionnaire with the appropriate filing authority not Later than the 7th business day after the date the originally filed questionnaire becomes incomplete or Inaccurate.)

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4.

_____ _____
Signature of person doing business with the governmental entity Date

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

Proposed Subcontractors					
Item	Company Name	Address	Phone	Specialty	W/M/BE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

I understand and agree that if awarded a contract as a result of this solicitation that the use of the above subcontractors is subject to the approval of FWHS and becomes a part of the contract. I further understand that any change in subcontractors also requires the pre-approval of FWHS.

_____
(Signature)

_____
(Printed Name & Title)

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

FORT WORTH HOUSING SOLUTIONS

PROFILE OF FIRM FORM (Page 1 of 2)

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

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

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

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

(4) Identify Principals/Partners in Firm

NAME	*TITLE*	*% OF OWNERSHIP*

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

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

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

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

☐African American ☐**Native American ☐Hispanic American ☐Asian/Pacific American ☐Hasidic Jew ☐Asian/Indian American

_____% _____ % _____% _____% _____% _____ %

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

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

Facility Name: _____

Facility Address: _____ City: _____

SWMBE Certification Number: _____

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

PROFILE OF FIRM FORM (Page 2 of 2)

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

(8) Federal Tax ID Number: _____

(9) City of Fort Worth Business License No: _____

(10) State of Texas License Type and No:_____

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Signature	Date	Printed Name	Company

Exhibit C

M/WBE PARTICIPATION

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

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

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

_____ _____

RESPONDENT **DATE**

Note: This form must bear a signature.

Purpose:

The purpose of Section 3 of the Housing and Urban Development of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic and business opportunities generated by HUD Financial Assistance shall be directed to Fort Worth Housing Solutions (FWHS) Residents and other low- and very low-income persons, particularly those who are recipients of government housing assistance and to business concerns which provide economic opportunities to FWHS Residents and other low- and very low-income persons.

General Policy Statement:

It is the declared policy of the Fort Worth Housing Solutions (FWHS) that Equal Employment Opportunities shall be provided for every employee and applicant for employment regardless of race, color, religion, sex, national origin, handicap, or economic status; and, that through the award of contracts to contractors, vendors, and suppliers, that employment and business opportunities be created for residents of FWHS properties and other qualified low- and very low income persons residing within the geographical boundaries of City of Fort Worth. This policy does not end with the mere prohibition of discriminatory practices by programs receiving HUD financial assistance or contractors, subcontractors, and vendors contracting with FWHS. FWHS recognizes its obligation as well as the obligation of potential contractors, subcontractors, to develop practical steps to achieve the goals of providing meaningful, full time employment opportunity, as well as business opportunities to FWHS residents and other Section 3 eligible persons.

Such obligation shall be demonstrated not merely through inclusion of positive or "best effort" steps, but shall result in a reasonable level of success in the recruitment, employment, and utilization of FWHS Residents and other Section 3 eligible persons and businesses in the workforce and subcontracting of work resulting out of the expenditure of HUD funding. The FWHS's Contracting Officer, through official resolution, shall examine and consider a contractor/vendor's success in providing employment and business opportunities to FWHS Residents prior to acting on any proposed contract award.

Numerical Goals for Section 3 Compliance:

Section 3 is a federal statute that expressly encourages , to the maximum extent feasible. To that end, FWHS has adopted the following numerical goals for meeting the greatest extent feasible requirement to provide economic opportunities to section 3 Residents and Section 3 Business Concerns in the procurement and awarding of modernization-funded construction, maintenance and professional services contracts:

NUMERICAL GOALS FOR SECTION 3 COMPLIANCE

Areas of Focus (Applies to all contracts)	Numerical Goal
Contractor and Sub-Contractor Hiring (full-time, part-time, temporary, Seasonal) applies to construction and maintenance service contracts.	10%
Contract Awards (applies to Construction contracts).	10%
All other Contracts Awards (i.e., services, and professional services).	3%
These goals apply to all Contractors as well as any Tier Sub-contractor	

Recipients and Contractors may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth in this Section 3 Program for providing training, employment, and contracting opportunities to Section 3 Residents and Section 3 Business Concerns. Efforts to employ Section 3 Residents to the greatest extent feasible should be made at all job levels.

FWHS in its own operations, shall endeavor to achieve the goals of Section 3 and shall provide equal responsibility to its contractors, vendors and suppliers to implement progressive efforts to also attain compliance. In doing so, FWHS shall evaluate contractors' compliance towards achieving the goals of Section 3 and ensure a system of Leveling sanctions against contractor, vendor or supplier for non-compliance.

The numerical goals established above represent minimum numerical targets and all prospective contractors shall be advised and encouraged to seek Section 3 participation to the greatest extent feasible. Any contractor that meets the minimum numerical goals set forth above will be considered to have complied with the Section 3 requirements. Any contractor that does not meet the numerical goals set forth above has the burden of demonstrating why it was not feasible to meet the numerical goals. In the event no competing contractors were successful in meeting the minimum goals set forth above, FWHS shall consider documentation provided by the contractor evidencing impediments encountered despite actions taken to comply with the Section 3 requirements. Such evidence shall be subject to the satisfaction of FWHS.

All contractors submitting bids/proposals to the Housing Authority shall be required to complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions as required by this selection. Such certifications shall be supported with adequate evidence to support representations made. The certifications required to be submitted with the bid/proposal consist of the following:

h. Certification for business concerns seeking Section 3 preference.
e. Contractor certification of efforts to fully comply with Employment and training provisions of Section 3.

Prior to the award of any contract, the contractor shall enter into negotiations with FWHS for the purpose of incorporating into the contract a provision, to the greatest extent possible, hiring of Public Housing residents or other Section 3 residents to be trained or employed on the contract. Such resulting provision shall obligate the contractor toward the greatest extent possible, achieving the numerical goals listed above and shall be based on a detailed workforce analysis to be compiled by the contractor and submitted to FWHS prior to award of contract

Definitions:

Annual Contributions Contract (ACC) means the contract under the U.S. Housing Act of 1937 (1937 Act) between HUD and the PHA, or between HUD and the IHA that contains the terms and conditions under which HUD assist the PHA or IHA in providing decent, safe, and sanitary housing for low-income families. The ACC must be in the form prescribed by HUD under which HUD agrees to provide assistance in the deployment, modernization, and/or operation, of a low-income housing project under the 1937 Act, and the PHA or IHA agrees to develop, modernize and operate the project in compliance with all provisions of the ACC and the 1937 Act, and all HUD regulations and implementing requirements and procedures.

Applicant means any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, and State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident manage corporation, resident council, or cooperative association.

Contractor means any entity which contract to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Department or HUD means the Department of Housing and Urban Development, including its field offices to which authority has been delegated to perform functions under this part.

Employment opportunities generated by Section 3 covered assistance means all employment opportunities generated by the expenditure of Section 3 covered public and Indian housing Assistance (i.e., operating assistance, development assistance and modernization assistance, as described in § 135.3 (a) (1)).

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youth build programs means programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12699), and provide disadvantaged youth with opportunities of employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

TPA means the Job Training Partnership Act (29 U.S.C. 1579(a).

Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

Other HUD programs means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for "section 3 covered projects," as defined in this section.

Public housing resident has the meaning given this term in 24CFR part 963.

Recipient means any entity, which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation resident council, or cooperative association.

Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 u).

Section 3-business concern means a business concern, as defined in this section:

1) That is 51 percent or more owned by section 3 residents; or
2) Whose permanent, full-time employees include persons , at least 30 percent of whom are currently section 3 residents; or within three years of the date of first employment with the business concern were section 3 residents or;
3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

Section 3 covered assistance means:

1) Public and Indian Housing development assistance provided pursuant to section 5 of the 1937 Act;
2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act.
3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act.

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with section 3-covered project.

Section 3-covered project means the construction, reconstruction, conversion, rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings, maintenance or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 resident means:

1) A public housing resident; or
2) An individual who resides in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended, and who is:
   I. A low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a (b)(2)). Section 3(b)2 of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80% of the median family income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction cost or unusually high low-income families; or
   II. A very low-income person, as this term is defined in section 3(b)(2) OF THE 1937 ACT (42 U.S.C. 1437 a (b)(2) defines this term to mean families (including single persons) whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments made for smaller or larger families, except that the Secretary's may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high low family incomes.

3. A person seeking the training and employment preference provided evidence by section 3 bears the responsibility of providing evidence (if requested) that the person eligible for the preference..

Service area means the geographical area in which the persons benefiting from the section 3-covered project reside.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation of the performance of work generated by the

expenditure of section covered assistance, or arising in connection with a section 3 covered project.

Section 3 joint venture means an association of business concerns, one of which qualifies as a section 3 business concerns, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the section 3 business concern:

1) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
2) Performs at least 25% of the work and is contractually entitled to compensation proportionate to its work.

Preference for Section 3 Business Concerns (Contracting)

FWHS in accordance with Section 3 of the Housing and Urban Development Act of 1968, requires contractors and sub-contractors (including professional service contracts) to direct their efforts towards awarding contracts to section 3 business concerns in the following order of priority and expend greatest extent feasible efforts to achieve, at minimum, the numerical goals established in this section:

- **1st Priority – Category 1 Section 3 Businesses**

Business concerns that are 51% or more owned by residents of the housing development(s) for which work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees.

- **2nd Priority – Category 2 Section 3 Businesses**

Business concerns that are 51% or more owned by residents of other Fort Worth Housing Solutions Public Housing developments other than the development(s) where the work is performed or whose full-time permanent workforce includes 30% of these person(s) as employees.

- **3rd Priority – Category 3 Section 3 Businesses**

Business Concerns that are designated HUD Youth-Build programs being carried out in the City of Fort Worth.

- **4th Priority – Category 4 Section 3 Businesses**

Business concerns that are 51% or more owned by a section 3 resident(s) or whose permanent, full-time workforce includes no less than 30% Section 3 residents (category 4 businesses), or that subcontract in excess of 25% of the total amount of sub-contracts to Section 3 business concerns.

A section 3-business concern seeking a contract for a subcontract shall submit evidence to FWHS, if requested, sufficient to demonstrate to the satisfaction of the Contracting Officer that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. Federal Regulations at 2CFR200.317-326, concerning the ability of the contractor to perform successfully, requires consideration of the contractor's record in complying with Public Policy requirements, technical capacity, financial capacity and integrity. Section 3 compliance is a matter of properly considered as part of this determination.

Preference in Award of Section 3 Contracts

Preference in the award of Section 3 contracts that are awarded under the sealed bid procurement process shall be provided in accordance with the following:

Sealed bids shall be solicited from all businesses (Section 3 business concerns, and non-Section 3 business concerns). An award will be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid, provided that bid is;

A. Within the maximum total contract price established in the Authority's budget for the project for which bids are being taken.
And
B. It is not more than "X" higher than the total bid price of the lowest responsive bid from any responsive bidder.

"X" IS DETERMINED AS FOLLOWS

	"X' =Lesser of:
When the lowest responsive bid less than $100,000	10% of that bid or $9,000
WHEN THE LOWEST RESPONSIVE BID:	
At least $100,000, but less than **$200,000**	9% of that bid or $16,000
At least $200,000, but less than **$300,000**	8% of that bid or $21,000
At least $300,000, but less than **$400,000**	7% of that bid or $24,000
At least $400,000,but less than **$500,000**	6% of that bid or $25,000
At least $500,000, but lest than **$1 Million**	5% of that bid or $40,000
At least $1 Million, but less than **$2 Million**	4% of that bid or $60,000
At least $2 Million, but less than **$4 Million**	3% of that bid or $80,000
At least $4 Million, but less than **$7 Million**	2% of that bid or $105,000
7 Million or more	1-1/2% of the lowest bid with no dollar limit

Preference in the award of Section 3 contracts that are awarded under the competitive negotiation (qualification based) method of procurement shall be accomplished by providing an evaluation criteria specific to the Section 3 rule and assigning a value equivalent to not more than fifteen (15) percent of the total number of available rating points. Such Section 3 evaluation criteria shall be for the provision of the preference for Section 3 business concerns.

Preference for Section 3 Residents (Employment & Training)

FWHS, in accordance with Section 3 of the Housing and Urban Development Act of 1968, requires contractors and sub-contractors (including professional service contracts) to direct their efforts toward providing training and employment opportunities to Section 3 residents in the following order of priority and expend greatest extent feasible efforts to achieve at minimum, the numerical goals established in this section:

- 1st Priority—Category 1 Section 3 Residents
  Residents of the development for which work is performed.
- 2nd Priority—Category 2 Section 3 Residents
  Residents of other Public Housing developments outside of the development(s) where the work is performed.
- 3rd Priority—Category 3 Section 3 Residents
  Residents of the City of Fort Worth who are participants in HUD Youth-build programs being carried out in the City.
- 4th Priority—Category 4 Section 3 residents
  Other Section 3 Residents.

Certification Procedure:

FWHS has its own program of self-certification for individuals and business concerns seeking recognition as a Section 3 resident or Section 3 business concern as defined in this Section 3 Program. Any Individual or business concern seeking Section 3 preferences in the awarding of the contracts or purchase agreements shall complete appropriate certification forms and provide adequate documentation as evidence of eligibility for preference under the Section 3 program. An individual or business concern may apply for certification as a Section 3 resident or Section 3 business concern either prior to bidding for FWHS work or during the actual bidding process. Any business concern that submits certification for preference after receipt of bid will not be considered eligible for Section 3 preference in the evaluation of that specific bid award. Certifications for Section 3 preference for business concerns must be received by FWHS prior to the submission of bids or along with the bid Certification for eligibility as a Section 3 resident may be made at any time. Individuals or business concerns seeking to file for Section 3 preference shall contact:

A resident seeking preference in training and employment shall certify that he/she is a Section 3 resident by completing the appropriate certification form and attaching adequate proof of Section 3 eligibility.

A business concern seeking preference in the awarding of a contract or purchase shall certify that the business concern is a Section 3 business by completing the appropriate certification form and attaching adequate proof of Section 3 eligibility as required.

Protest Procedure:

FWHS desires to offer to concerned parties a procedure whereby complaints alleging non-compliance with the Section 3 Statute can receive prompt and equitable hearing and resolution. Protest surrounding FWHS's Section 3 program may be submitted in writing to the Section 3 Coordinator:

All complaints of non-compliance with the Section 3 Statue shall conform with the following requirements.

6. Complaints shall be filed in writing and shall contain the name, address, and phone number of the person filing the complaint, and a brief description of the alleged violation of the regulations.
- Complaints shall be filed within thirty (30) calendar days after the complaint becomes aware of the alleged violation.

7. An investigation as may be appropriate, will follow the filing of a complaint. The investigation will be conducted by FWHS's Section 3 Coordinator. These rules contemplate informal, but thorough investigations, affording all interested persons and their representative, if any, an opportunity to submit testimony and/or evidence as may be available and relevant to the complaint.

g. Written documentation as to the validity of the complaint and a description of the findings or resolution, if any, will be issued by the Section 3 Coordinator no later than thirty (30) days after the filing of a complaint.

In cases where concerned parties wish to have its complaint considered outside of FWHS, a complaint may Be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, D.C., 20410. A complaint must be received no later than 180 days from the date of the action or omission upon which the complaints based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

FWHS FORM S3-1
SECTION 3 COMPLIANCE PLAN

All FWHS Contractors for Section 3 covered contracts must submit this form.

Section 3 requires that, to the greatest extent feasible, employment and other economic opportunities generated by HUD funds be directed to low-income residents, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-income persons.

We provide the following Section 3 Compliance Plan to outline how we will meet the requirements of Section 3.

Part I: Current Status as a Section 3 Business Concern (select one)

☐ We are a Section 3 business concern and are submitting FWHS Form S3-2 and supporting documentation with our submission.

☐ We are not a Section 3 business concern.

Part II: Subcontracting (select one)

☐ We commit to subcontracting at least 10% of the total dollar amount of this contract (for building trade contracts), or 3% of the total dollar amount of this contract (for non-building trade contracts), to qualifying Section 3 business concerns. FWHS Forms S3-3 is attached.

☐ We do not intend to subcontract the minimum threshold percentage of 10% of the total dollar amount of this contract (for building trade contracts), or 3% of the total dollar amount of this contract (for non- building trade contracts), to qualifying Section 3 business concerns.

Part III: Hiring (select one)

☐ We anticipate needing to hire new employees to complete this project and commit that 30% of the new hires will be Section 3 residents. Attached is FWHS Form S3-4 outlining the specific hiring needs.

☐ We anticipate needing to hire new employees to complete this project, but do not commit to hiring Section 3 residents. Attached is FWHS Form S3-4 outlining our specific hiring needs.

☐ We do not anticipate needing any new hires to complete this project.

Part IV: Efforts That Will be Taken to Satisfy the Section 3 Requirements

Review Section I of Appendix to 24 CFR 135. Attach a narrative description outlining which, if any, of the "Example Efforts to Offer Training and Employment Opportunities to Section 3 Residents" will be used to achieve the Section 3 requirements. The narrative must include a description of how each committed action will be implemented (for example, if flyers will be posted, discuss where they will be posted, or if agencies will be contacted, outline which agencies will be contacted). FWHS is not accepting financial contributions to a Section 3 fund in lieu of efforts to comply with Section 3 requirements.

The undersigned company official does swear or affirm that the information on this form is true and correct to the best of his or her knowledge and there is no willful intent to mislead or commit fraud.

Signature_____ Company_____

Date

FWHS FORM S3-2
CERTIFICATION FOR SECTION 3 BUSINESS CONCERNS

Name of Business (the "Company")_____

Address of Business_____

Type of Business: **(Select one)**
☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

Select the Section 3 business concern type you are claiming (A, B, or C) and attach the required supporting documentation as follows:

A. Section 3 resident-owned enterprise (51 percent or more owned by Section 3 residents)

☐ I am a FWHS public housing or Section 8 HCV resident; or
☐ Copy of evidence of participation in a public assistance program; or
☐ Other evidence:

Attach the following documentation for business entity type, as applicable:

☐ Copy of Articles of Incorporation
☐ Partnership Agreement
☐ Assumed Business Name Certificate
☐ List of owners/stockholders and percentage of ownership of each
☐ Additional documentation, as necessary

B. Section 3 status due to at least 30 percent of the Company's permanent, full-time employees are currently Section 3 residents, or were Section 3 eligible residents within 3 years of their date of first employment with the Company

D List of all current full-time employees denoting each employee's hire date, and whether they qualify for Section 3 status, via FWHS Form S3-5, Existing Employee List. Note: the Company must maintain a copy of FWHS Form S3-6 for each Section 3 resident employee in their files.

C. Section 3 status by subcontracting more than 25 percent of the dollar amount of the contract to qualified Section 3 business concerns

D List of subcontracted Section 3 business (es) and subcontract amount(s) via FWHS Form S3-3, Subcontracting Plan. Note: Contractors must collect a copy of this form, FWHS Form S3-2, Certification for Section 3 Business Concerns, from each subcontractor claiming to be a Section 3 business concern, as well as the required supporting documentation, and retain this information in their files.

Under penalty of perjury, I certify that I am authorized to provide the above information. I attest to the truthfulness of my statements and agree to provide, upon request, additional documents to verify the information I have provided above.

Signature _____

Print Name _____ Date _____

FWHS FORM S3-3
SUBCONTRACTING PLAN

Total Dollar Value of contract: $ _____
Total Approximate Dollar Value of all subcontracts: $

List All Subcontractors and Briefly Describe Work They Will Perform	Approximate Dollar Value	Construction (C) or Non-Construction (NC)	Section 3 Business Concern (Y/N)
1.	$		
2.	$		
3.	$		
4.	$		
5.	$		
6.	$		

HUD's Section 3 Clause must be included in all contracts with subcontractors. Contractors must also collect FWHS Form S3-2, Certification for Section 3 Business Concerns, from each subcontractor claiming to be a Section 3 business concern, as well as the required supporting documentation, and retain this information in their files.

The undersigned company official does swear or affirm that the information on this form is true and correct to the best of his or her knowledge and there is no willful intent to mislead or commit fraud.

_____ _____ _____
Signature Company/Contractor Date

FWHS FORM S3-4
HIRING PLAN

Project Name _____ Contractor/Subcontractor Name _____ Date _____

Instructions: In the chart below specify **all** new positions that will be needed for this project.

JOB CATEGORY/TITLE	Total # of Expected NEW HIRES and TRAINEES	Total # of Expected SECTION 3 NEW HIRES	Total # of New SECTION 3 TRAINEES	Expected HIRE DATE(S) of all new hires and trainees (note: there can be more than one date in each category)	Anticipated LENGTH OF HIRE (months)
Professionals:					
Technicians:					
Office/Clerical:					
Construction Work by Trade/Title **Trade:**					
Trade:					
Trade:					
Other:					
Other:					
TOTALS:					

The undersigned company official does swear or affirm that the information on this form is true and correct to the best of his or her knowledge and there is no willful intent to mislead or commit fraud. Additionally, the undersigned confirms that a FWHS Form S3-6 will be collected from each Section 3 new hire or trainee and will be retained on file.

_____ _____ _____

Signature Title Date

FWHS FORM S3-6
CERTIFICATION FOR SECTION 3 RESIDENTS

All residents of FWHS public housing developments and all of FWHS's Section 8 Housing Choice Voucher (HCV) holders qualify as Section 3 residents. Additionally, individuals residing in the Fort Worth-Arlington MSA who meet the **Low-Income** limits set forth below can qualify for Section 3 status.

2019 Income Limits	
Number in Household	**Low Income (80%)**
1 person	$ 42,600
2 person	$ 48,65
3 person	$ 54,75
4 person	$ 6 8
5 person	$ 65,700
6 person	$ 7 ,550
7 person	$ 75,4
8 person	$ 8 3

I am a FWHS public housing resident or Section 8 HCV holder (mark one): **YES** ☐ **NO** ☐

If you are not a FWHS public housing resident or HCV holder, does your household fall at or below the applicable Low Income Limit outlined in the chart above (mark one)?: **YES** ☐ **NO** ☐

The total number of members in my household = _____

My household's total annual income = $ _____

My permanent address is: _____

_____

I understand that the information above relating to the size and annual income of my family may require verification. I agree to provide documents upon request verifying this information and I authorize my employer to release information required for HUD or FWHS to verify my status as a Section 3 resident.

Under penalty of perjury, I certify that I have voluntarily provided the above information. I attest to the truthfulness of my statements fully understanding that this information is subject to verification by the appropriate agencies.

Signature _____

Print Name _____Date _____

FWHS FORM S3-5
EXISTING EMPLOYEE LIST

All FWHS Contractors for Section 3 covered contracts must submit this form.

A. PROJECT NAME AND LOCATION: _____

B. CONTRACTOR /SUBCONTRACTOR: C. DATE:

D. TOTAL # OF EMPLOYEES: E. TOTAL # OF SECTION 3 RESIDENTS:

Instructions: In the chart below list all current employees who will work on the above listed FWHS project. Or, if documenting that 30% of current employees are Section 3 residents for Section 3 business concern status, attach a listing or spreadsheet of all current employees, and list below all current employees that are Section 3 residents. Use additional pages if more space is needed.

EMPLOYEE NAME & ADDRESS	HIRE DATE	JOB CATEGORY/TRADE	SECTION 3 RESIDENT (Y or N)

The undersigned company official does swear or affirm that the information on this form is true and correct to the best of his or her knowledge and there is no willful intent to mislead or commit fraud. Additionally, if my company is claiming Section 3 business concern status due to 30% of the company's employees being Section 3 residents, I confirm that a FWHS Form S3-6 will be retained on file for each Section 3 resident employee.

_____ _____ _____

Signature Title Date

FWHS FORM S3-5

EXISTING EMPLOYEE LIST

ADDITIONAL PAGE- IF NECESSARY

EMPLOYEE NAME & ADDRESS	HIRE DATE	JOB CATEGORY/TRADE	SECTION 3 RESIDENT(Y or N

RESPONDENT'S PROPOSED MBE/WBE PARTICIPATION FORM

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

Name of Participant	MBE/WBE	**Certifying Entity (City/Metro/HISD)**	**Percent of Total Work**

Exhibit C

EQUAL EMPLOYMENT OPPORTUNITY – EMPLOYER INFORMATION REPORT

Name of Firm: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

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

Signature: _____ **Date:** _____

Exhibit C

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

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

Date the Certificate is issued

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

PRODUCER

1 This block identifies the Agent or Broker and their address.

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

INSURER(S) AFFORDING COVERAGE

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

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

INSURED

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

COVERAGES

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

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

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

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

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

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

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

CERTIFICATE HOLDER

8

[Firm Name]
[Address]

ATTN: PM contact or Procurement Team

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

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; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

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 on page 3.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

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