



**Norfolk Redevelopment and
Housing Authority**

**Invitation for Bid
PR2542-542-26**

for

**Janitorial Services – 910 Ballentine Blvd, Norfolk,
Virginia 23504**

June 17, 2026

IFB PR2542-542-26

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: The NRHA Bonfire Interactive Portal. Deadlines for questions is **July 9, 2026, at 3:00pm EST**. No questions shall be answered after that date.

DUE DATE: Sealed Bids will be received until **Thursday, July 23, 2026, at 3:00pm EST**. Failure to submit proposals to the correct location by the designated date and time will result in disqualification.

ADDRESS: Proposals must be submitted through the **Bonfire Interactive Portal by the due date and time**. (see prior page for information).

In compliance with this Invitation for Bid and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

PRE-PROPOSAL CONFERENCE: See Section IX for pre-proposal conference information.

TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Minority Business Enterprise, provide your certification number: _____. For certification assistance, please visit: <http://www.dmbe.state.va.us>.

_____ Large

_____ Small business – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.

_____ Women-owned business – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

_____ Minority-owned business – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation. ***Providing false data on this sheet is grounds for deciding that your company is non-responsive in regard to proposal submittal and may be removed from the competition.***

FULL LEGAL NAME (PRINT) <small>(Company name as it appears with your Federal Taxpayer Number)</small>		FEDERAL TAXPAYER NUMBER (ID#)	
BUSINESS NAME/DBA NAME/TA NAME <small>(If different than the Full Legal Name)</small>		FEDERAL TAXPAYER NUMBER <small>(If different than ID# above)</small>	
BILLING NAME <small>(Company name as it appears on your invoice)</small>		IDENTIFICATION NUMBER issued by the State Corporation Commission	
CONTRACT AND TASK ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE

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SOLICITATION, OFFER AND AWARD

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1. CONTRACT NUMBER		2. SOLICITATION NUMBER PR2542-542-26		3. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input type="checkbox"/> SOLE SOURCE		4. DATE ISSUED 06/17/2026		5. CHANGE/TASK NUMBER	
6. ISSUED BY Norfolk Redevelopment and Housing Authority Purchasing Services Office 555 East Main Street, 16 th Floor Norfolk, VA 23510					7. SUBMIT INVOICES TO: INVOICES@NRHA.US				

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

8. Janitorial Service for 910 Ballentine Blvd, Norfolk, Virginia 23504

9. FOR INFORMATION CALL:	A. NAME Roxanne M. Potts, Procurement Manager		B. TELEPHONE (NO COLLECT CALLS)			C. EMAIL ADDRESS rpotts@nrha.us
	AREA CODE 757	NUMBER 314-2044	EXT			

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OFFER (Must be fully completed by offeror)

11. In compliance with the above, the undersigned agrees, if the offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all terms upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

12. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
13. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

14A. NAME AND ADDRESS OF OFFEROR	SCC #:	TAX ID:	15 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN	
14B. TELEPHONE NUMBER		14C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	16. SIGNATURE	17. OFFER DATE
AREA CODE	NUMBER			

AWARD (To be completed by NRHA)

18. AWARD AMOUNT: <input type="checkbox"/> Funded <input type="checkbox"/> Incrementally Funded via Task Orders	19. PERIOD OF PERFORMANCE:	
	20. NRHA ACCOUNTING DATA:	
21. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	22. NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY <i>(Signature of Contracting Officer)</i>	23. AWARD DATE



I. BID COVER SHEET

Norfolk Redevelopment and Housing Authority, hereafter referred to as NRHA, hereby seeks a qualified and experienced contractor to furnish all labor, materials and/or supplies and equipment to provide complete Janitorial Services for approximately 16,000 square feet of floor space at Norfolk Redevelopment and Housing Authority's building located at 910 Ballentine Blvd. Norfolk, VA. **Bids will be received through the Bonfire Interactive Portal until 3:00 PM Norfolk, Virginia local time on July 23, 2026.** Bid submissions through the Bonfire Interactive Portal will not be accepted once the due date and time has been reached. **Final date for questions is July 9, 2026, at 3:00pm EST time. After this date, questions will not be accepted.**

<i>For Information, please contact:</i>	<i>Bids may be mailed or delivered to:</i>
Name: Roxanne M. Potts	NRHA Bonfire Interactive Portal
Email: rpotts@nrha.us	https://nrha.bonfirehub.com/portal/?tab=openOpportunities

There is no incumbent Contractor for this effort.

II. BID INSTRUCTIONS

A. Clarification of Terms:

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than the date listed in paragraph I above. Any revisions to the solicitation will be made only by an amendment issued by the buyer. **All questions must be submitted via the Bonfire Interactive Portal.**

B. Corrections to the Bid:

Any bid submitted with corrections must have the corrections initialed by the person who signed the bid. No bid changes will be permitted after bid opening. The unit price will prevail in the event an error is made in computing totals.

C. Preparation and Submission of Bids:

1. Bids must give the full business address of the bidder and be signed by him/her with his/her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bid of the individual signing. When requested by NRHA,



satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

2. All bids will be publicly displayed on the Bonfire Interactive Portal. Request for information other than bid results shall be submitted to the buyer so named on the solicitation documents.

D. Bid Prices:

Bid shall be in the form of a firm unit price for each line item. All scenarios on the pricing sheet are for bidding purposes only. Actual contract/task order cost may be depending on the required work per task order. Hourly rates submitted on the pricing sheet will become part of the awarded contract. NRHA reserves the right to make multiple awards under this IFB.

E. Bid Acceptance Period:

Unless the bidder indicates a longer time on the Bid Cover Sheet, any bid in response to this solicitation shall be valid for 120 days. At the end of the 120 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made, or the solicitation is canceled.

F. Mistakes in Bids:

Errors or mistakes in bids will be managed in accordance with the Commonwealth of Virginia Vendor's Manual.

G. Receipt and Opening of Bids:

1. It is the responsibility of the bidder to assure that his/her bid is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. Bids received after the time designated for receipt of bids will not be considered.
 - a) If the deadline for the receipt of bids or proposals and/or public openings is scheduled during a period of suspended operations due to inclement weather or other conditions, the receipt of bids or public opening will be rescheduled for processing at the same time on the next business day.
 - c) Bids offered by telephone, telegraph, e-mail, or facsimile **will not be accepted**.
2. Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders and others interested who may be present either in person or by representative. The officer or agent of the owner, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.
3. The provisions of Chapter 43, Article 2, §2.2-4342-C of the Code of Virginia, as amended, shall be applicable to the inspection of bids received.



4. Protection of any trade secrets for specific proprietary information must be requested prior to or upon submission of the data or materials. Bidders MUST identify specific information to be protected and state the reasons why protection is necessary. Bidders may not claim the entire bid or bid prices as proprietary information to be protected. Bids that are marked confidential or proprietary, without the required explanation, may be rejected.

H. Withdrawal or Modification of Bids:

Bids may be withdrawn or modified by written notice received from bidders prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him/her on the face of the bid. Written modifications may be made on the bid form itself, on the envelope in which the bid is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, email, or Uploaded to the Bonfire Interactive Portal, must be signed by the person making the modification or withdrawal.

III. CONTRACT TYPE AND ADMINISTRATION

This bid will result in a fixed quantity, firm fixed price contract to supply the items as listed on the bid. The buyer or his/her designee will administer the contract and will be determined at contract award.

A. Contract Documents:

1. The contract entered into by the parties shall consist of the Invitation for Bids, the bid submitted by the bidder; General Terms and Conditions, the Additional Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents, and incorporated by reference into the final contract.
2. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
3. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

B. Period of Performance: The period of performance is for three (3) years; base plus a one (2) year option. Awarded contractor will be required to start after contract execution.

C. Contract Waiver: Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of the vendor/contractor or NRHA Contracting Officer. The waiver by either party of any term or condition of this contract shall not be deemed to constitute a continuing waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

D. Cancellation of Contract: NRHA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the



vendor/contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the vendor/contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- E. Disputes and Claims: The NRHA Contracting Officer shall review and decide disputes and claims arising during the performance of the contract, in writing, within thirty days of receipt of the dispute or claim. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the vendor/contractor's intention to file such claim shall have been given at the time of the occurrence of beginning of the work upon which the claim is based. The vendor/contractor may not institute legal action prior to receipt of the Director of Purchasing's decision on the claim unless that office fails to render such decision within thirty (30) days. The decision of the Director of Purchasing shall be final and conclusive unless the vendor/contractor, within six months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia, Section 11 70.
- F. Notices: All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

NRHA: Roxanne Potts, Procurement Manager

To the Vendor/Contractor: Account Executive as identified by the Vendor/Contractor.

All notices under this contract shall be submitted, either by fax or by certified mail, return-receipt requested, to the Contract Administrator or Account Executive, respectively. Either party may from time to time change the individual(s) who will receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

- G. Breach of Contract: The Vendor/Contractor shall be deemed in breach of this contract if the Vendor/Contractor:
 - 1. Fails to comply with any terms of the resultant contract.
 - 2. Fails to cure such noncompliance within ten (10) calendar days from the date of NRHA written notice or such other time specified by NRHA's Contract Administrator in the notice.
 - 3. Fails to submit a written response to NRHA's notification of noncompliance within ten (10) calendar days after the date of NRHA notice or such other period specified by NRHA Contract Administrator in the notice.



4. The Vendor/Contractor shall not be in breach of this contract as long as its default was due to causes beyond reasonable control of and occurred without any fault or negligence on the part of both The Vendor/Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes and floods.
- H. Compliance with All Laws: The Vendor/Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. The bidder represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the bidder is a corporation, the bidder further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. The Vendor/Contractor shall always observe all health and safety measures and precautions necessary for the sanitary and safe performance of the contract work. Any costs associated with violations of the law, including, but not limited to, re-mediation, clean-up costs, fines, administrative or civil penalties or charges, and third party claims imposed on NRHA by any regulatory agency or by any third party as a result of the noncompliance with Federal, state or local environmental laws and regulations or nuisance statutes by the Vendor/Contractor or by subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities retained by the Vendor/Contractor for this contract, shall be paid by the Vendor/Contractor.
- I. Severability: If any provision of this contract is found by any court of competent authority to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.
- J. § 2.2-4311.2. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.
1. A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so, required by Title 13.1 or Title 50 or as otherwise required by law.
 2. A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in your bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
 3. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.



4. Any business entity described in subsection A that enters into a contract with NRHA pursuant to this law shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
 5. NRHA may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. (2010, c. 634.)
- K. The following documents are available for download at the NRHA website:
- The Commonwealth of Virginia Vendors Manual
<http://www.eva.virginia.gov/learn-about-eva/vendors-manual.htm>
- NRHA's Terms and Conditions
<http://www.nrha.us/opportunities>

IV. STATEMENT OF NEED / SPECIFICATIONS

Norfolk Redevelopment and Housing Authority (NRHA) is a political subdivision, created under the laws of the State of Virginia to provide public and other affordable housing and related services to eligible low-income families of Norfolk, Virginia. NRHA, primarily funded by the U.S. Department of Housing and Urban Development ("HUD"), develops, maintains, and manages low-rent public housing and other low-income housing. NRHA currently manages over 3,375 units of public housing.

The purpose of this solicitation is to establish a term contract with one qualified and experienced contractor to furnish all labor, materials and/or supplies and equipment to provide complete Janitorial Services for approximately 16,000 square feet of floor space at Norfolk Redevelopment and Housing Authority' building located at 910 Ballentine Blvd. Norfolk, VA.

A. General Requirements:

1. The Contractor shall have been in the business of providing janitorial services are
2. Contractors shall ensure that they compliant with all laws and regulations in executing the work, including any Federal, State, or local Safety and Environmental law and regulations.
3. Contractor shall notify NRHA of any damage to NRHA property or private property caused by performance of work under this contract including, but not limited to, damage to building exteriors, plantings, mulch beds, grounds, furnishings, floors, walls, doorways, or elevators during the work. The Contractor shall be responsible for repairs to, or replacement of, damaged property and timely remediation of any water damage, at no additional cost to the Authority.
4. For security measures, Contractor's employees shall wear uniforms, carry company identification badges, and/or provide other means, acceptable to the Authority, that identifies authorized employees or subcontractor personnel at all times while working on NRHA properties.



5. The Contractor is responsible for the security of all materials, tools, and equipment used in the conduct of the work while on NRHA properties whether the Contractor's personnel or subcontractor personnel are present, or not.
6. The Contractor shall include a working supervisor with the assigned work crew to monitor the work and ensure the proper level of quality assurance needed to provide the required services to the satisfaction of the NRHA Technical Contract Administrator, or designee.
7. The Contractor shall conduct criminal background investigation of all employees utilized for the contract to work on or otherwise enter the NRHA properties. Record of the background checks and results shall be provided to NRHA upon contract signing.
8. Contractor shall provide to the Authority, a confidentiality agreement read by, and signed by, each employee assigned to work on NRHA properties, including any Supervisory or Management personnel that will be entering NRHA properties.
 - b. All employees working on NRHA property must be bonded and insured.
 - c. All staff changes during any contractual year shall be pre-approved by NRHA prior to implementation.

B. Required Services:

1. Office and Working Spaces

Clean all areas including front offices, desk spaces (refrain from moving personal effects of staff), conference room and furniture within, employee lounge/kitchen, training room, processing office, maintenance operations office, capital fund inspector's offices, hallways, restrooms, and HCV Inspectors Office (Side Office).

A. Daily Services:

1. Sweep and soap damp mop all tile floors, including areas under furniture, removing all chair mats before sweeping and mopping. Shake chair mats free of dust and debris before placing them back in their place.
2. Empty all trashcans and remove trash into the storage area.
3. Clean inside and outside of glass entrance doors.
4. Clean restrooms including lavatories, commodes, commode seats, mirrors and floors. Disinfect commodes, urinals, sinks, partitions and restroom floors. Replenish toilet paper, toilet seat covers, and hand towels as needed. Refill soap dispensers where provided.
5. Clean and disinfect all water coolers and refill cup dispensers as needed.



6. Clean conference room, including wiping off all conference tables and all other furniture within the conference room, and training room furniture.
7. Clean and disinfect employee lounge/kitchen including the microwave, wipe off range and refrigerator.
8. Clean and disinfect sinks in the employee lounge/kitchen and processing office.
9. Shake and vacuum all mats including those outside at front office door entrances, and clean underneath mats. Sweep porch of leaves and debris at north and south sides of building.
10. Vacuum all carpeted areas and rugs in employee lounge/ kitchen, front offices, side building offices and conference room.
11. Sweep and wet mop front entrance vestibule.
12. Empty and clean cigarette ash/trash containers outside side entrance.

B. Weekly Services:

1. Dust or vacuum all pictures and other decorative wall hangings not in personal offices.
2. Clean all desktops, counter tops and desk areas in all cubicles and offices.
3. Wash and clean all wall spots. Dust all window treatments.
4. Disinfect all trashcans inside and out apply a cleaning substance weekly, i.e. Lysol)
5. Clean windowsills and baseboard radiator covers.
6. Polish furniture in executive offices.
7. Clean and sanitize all shower stalls.
8. Spray-buff all tiles' areas.
9. Check air freshener auto sprayer in front office handicapped bathroom.

C. Monthly Services:

1. Check and clean, as needed, 7 closets in front offices, handicap bathroom and adjacent to processing room. Two closets will be designated for the Contractor supplies and equipment. The Contractor rooms must always be kept clean.
2. Sweep and soap mop storage area behind Processing Room.



D. Quarterly Services:

1. Dust or vacuum all light fixtures.
2. Clean the inside and outside of light diffusers on all recessed light fixtures.
3. Clean air conditioner diffuser, return vents, and bathroom exhaust vents.

E. Semi-Annual Services (first week of June and December):

1. Heavy cleaning to include thorough cleaning of all offices (including moving furniture in offices) to clean floors, walls, door frames, windows (inside and out), window dressings, bathroom tile, bathroom stall partitions, and polish all furniture.
2. Strip and re-wax all tile areas, excluding bathrooms.

F. Supplies and Equipment to be provided by Contractor:

The successful Contractor shall provide all necessary custodial tools, equipment and supplies including (but not limited to): brooms, brushes, general cleaning and disinfecting chemicals, mops, buckets, wax, vacuum cleaners, rotary buffers, dust cloths, and dust wands for Venetian blind dusting. Equipment such as vacuum cleaners, scrubbers, etc., shall be kept in good operating order and designed to perform the kind of work prescribed in specifications. All mobile equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings and building surfaces.

G. Supplies – Provided by Contractor:

1. All paper products.
2. Soap for bathroom.
3. Trash liners for trashcans.
4. Toilet seat covers.

2. WAREHOUSE SPACES

A. Daily Services:

1. Sweep and soap damp mop hallway floor, including all corners.
2. Clean, disinfect and service restrooms.
3. Sweep and soap mop vending area.



4. Clean and disinfect drinking fountains.
5. Clean windowsills at end of warehouse area hall.

B. Weekly Services:

1. Clean and sanitize all shower stalls.
2. Dust and wipe down vending machines.

C. Monthly Services:

1. Scrub warehouse area main hallway floors and apply appropriate sealant.
2. Clean interior and exterior of windows and sill at end of warehouse area main hallway.

D. Quarterly Services:

Damp wipe piping, heaters and ventilation ducts and other objects suspended or hanging from ceiling.

E. Semi Annual Services: (1st week of June and December):

1. Strip and re-wax all tiled areas including vinyl tiled restrooms, vending/snack area, training room floor and inside Inspector's Office. No need to wax ceramic tiled bathrooms, only clean.
2. Notify Technical Contract Administrator one full week in advance of strip and re-wax for schedule coordination.
3. Clean windows, window dressings, and doors, inside and out, at end of warehouse area main hallway.
4. Optional Services As Needed:
 - A. Shampoo rugs.
 - B. Clean vinyl/fabric chairs and/or sofas

F. Service Schedule:

1. Janitorial services shall be provided between the hours of 5:30 pm and 10:00 pm daily.
2. Semi-annual cleaning may be performed on weeknights along with daily cleaning.
3. Heavy cleaning, (semi-annual), may also be performed on Saturdays, between the hours of 8:00 am and 6:00 pm.
4. Notice of intent to work on a Saturday shall be given 48 hours in advance.

5. Holidays and business days observed by NRHA and not requiring daily cleaning are the following:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Juneteenth
- Labor Day
- Veteran's Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve
- Christmas Day

G. Supervisory Review:

1. A supervisor, (one that oversees employees that perform actual janitorial duties), of the company shall visit the worksite not less than three (3) times per week to ensure that the specifications of this contract are being met.
2. A supervisor shall meet monthly at an agreed upon time with an NRHA representative, to conduct and produce written record, a walk-thru inspection of the building.
3. The written inspection shall be submitted to procurement for the contract file.

H. Communications:

1. The contractor shall have equipment and or services that allow communication between interested parties and officers of the company on a 24-hour per day basis.
2. The Contractor shall maintain, at the work site, a daily communication log to record any issues or product needs. The communication log shall be stored at an agreed upon location.

I. Corrective Actions:

1. Missed working days and excessive need for Contractor correction may place the Contract in default of its contractual obligations. NRHA at its discretion may address these issues in the following ways:
 - a. Make up days – NRHA may require the Contractor to make up workdays missed. The NRHA Technical Contract Representative will notify the Contractor that a working day(s) was missed. Make-up workdays will be determined on a case-by-case basis upon agreement



between NRHA and the Contractor. Missed working days will be documented by the NRHA Technical Contract Representative and forwarded to the Procurement Department for the contract file.

- b. Invoice Deduction – NRHA may deduct monies from the Contractor payment (invoice) for working days missed. The NRHA Technical Contract Representative will contact the Contractor and notify it of NRHA’s decision to deduct monies from the invoice prior to the actual deduction. Time deduction shall be calculated by the monthly rate divided by the actual working days of the month that working days were missed.
- c. Contract Termination due to default – NRHA may elect to terminate the contract in its entirety. The Contractor will be notified of NRHA’s intent to terminate the contract.

2. Complaints or requests for corrective work for any of the work specified in this solicitation and its impending contract shall be responded to within 2 hours of notification. Corrective work shall be accomplished within time frames agreed upon between NRHA and the Contractor.

3. Daily work items requiring correction shall be corrected the same day as the complaint or request is received.

4. All requests for corrective action will be forwarded to the Procurement Department for the contract file.

J. Access to Building:

1. The NRHA Technical Representative or his designee shall specify procedures for admittance to all buildings and all rooms within those buildings. These procedures may be subject to change periodically. The successful Contractor shall establish and implement practices to ensure that all keys/access codes provided by NRHA to the Contractor are not lost or misplaced and not used by unauthorized persons. No keys issued to the Contractor shall be duplicated. Contractor shall report the loss of keys/access card to NRHA within 24 hours.

2. In the event any keys/access cards are lost or stolen, NRHA, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by NRHA, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the successful contractor.

3. The successful contractor is required to present all keys and cards to the NRHA Technical Representative as requested. It is also the responsibility of the Contractor to prohibit the opening of locked areas by the Contractors’ employees to permit entrance of any persons other than the Contractor’s employees engaged in the performance of assigned duties in those work areas.



4. While cleaning areas, the Contractor's employees shall not admit anyone into the suite except the authorized Contractor/Supervisor, the NRHA Technical Representative or his designee, or tenants having keys to the suite. On completion of nightly assigned duties, all lights will be turned off, doors locked, and offices left in a neat and orderly condition.
5. Storage area is provided for Contractor owned equipment and chemicals, of which the contractor is solely responsible.
6. Contractor's staff required to wear identifying apparel or badge displaying their employment to their company.

K. Insurance Requirements:

Before commencing work, the Contractor and each subcontractor shall furnish NRHA with Certificates of Insurance, showing the following insurance is in force and will insure all operations under the Contract:

1. Workers' Compensation, in accordance with State Workers Compensation Laws.
2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others.
3. Automobile liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.00 per occurrence.
4. NRHA shall be specifically named as an additional insured on the certificate of insurance.
5. The contractor shall maintain current and valid insurance policies throughout the contract period. Renewal certificates shall be automatically emailed to the NRHA Procurement Department.

L. Drug-Free Workplace:

1. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against the employees for violations of such prohibitions; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

2. For the purpose of this provision, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

M. Employment Discrimination by Contractor Prohibited:

All contracts shall include in every contract over \$10,000. The Provisions listed herein: During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The contractor, in all solicitation or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or resultant contract.

N. Indemnification:

Contractor, its heirs, legal representatives, next of kin, successors and assigns shall indemnify, defend and hold harmless NRHA and NRHA’s affiliates and their respective officers, Commissioners, employees, agents, advisors, representatives, successors and assigns (collectively, “Indemnified Parties”) from and against, and shall reimburse the Indemnified Parties with respect to any Losses asserted against or incurred by any of the Indemnified Parties by reason of, arising out of, or in connection with the acts or omissions of Contractor or Contractor’s employees, agents, or contractors. This indemnity clause is not intended, nor shall indemnify, NRHA for any Loss caused by the acts or omissions of the Indemnified Parties.

“Loss” shall mean any loss, liability, claim, damage, or expense suffered or incurred by any Indemnified Party, including without limitation assessments, fines, penalties, judgments, settlements, costs, reasonable attorneys’ fees and reasonable disbursements and other reasonable out-of-pocket expenses.



O. Qualifications of Bidders:

NRHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to NRHA all such information and data for this purpose as may be requested. NRHA reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. NRHA further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy NRHA that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

P. Use of Brand Names:

Unless otherwise provided in this solicitation/contract, the name of a certain brand, make or manufacturer does not restrict (bidders/offerees) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeree) is responsible to identify the product clearly and specifically being offered and to provide sufficient descriptive literature, catalog cuts, and technical details to enable NRHA to determine if the product offered meets the requirements of the solicitation/contract. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the (bidder/offeree) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation/contract.

Q. Green Adherence Standards:

The awardees of contracts under this solicitation will be required to supply products that adhere to and comply with the Commonwealth of Virginia' Executive Order 19. EO 19 requires conservation and efficiency in the operation of state government. Information on EO 19 can be found at:

<http://www.governor.virginia.gov/Issues/ExecutiveOrders/2010/EO-19.cfm>

Awardees must have comprehensive understanding of available green materials and energy efficient products. All products provided under this solicitation must be earth-friendly, sustainable products that not only save significant amounts of water and power but also allow for a more energy efficient living environment. Products provided under this contract, shall whenever possible, adhere to Green Seal criteria for "green products" compliance. Vendors shall offer energy efficient light bulbs, fixtures including but not limited to: CFL, Cold Cathode, LED and Solar LED whenever possible. All products must meet or exceed green cleaning criteria such as being biodegradable and hypoallergenic, using recycled packaging, and containing no phosphates. Information on Green Seal may be found at:

<http://www.greenseal.org>



V. PRICING SCHEDULE

The Bidder agrees to provide all material, equipment, transportation, and incidentals in accordance with the conditions of the bid and specifications for items (see **Attachment B**).

ALL DEVIATIONS FROM THE SPECIFICATIONS ARE TO BE NOTED IN THE BID RESPONSE.

If no equals or substitutes are submitted, the bidder assures NRHA of full compliance with the specifications and conditions contained herein.

VI. BILLING SPECIFICATIONS

- A. The contractor shall provide invoices in electronic format; both in PDF and/or Excel. Invoices shall be in accordance to the requirements listed in this IFB. Electronic format shall be emailed to:

INVOICES@NRHA.US

- B. Electronic invoicing is compliant with the Paper Reduction Act of 1995. However, if a contractor can show that the utilization of electronic means for invoicing is causing a hardship, a waiver may be granted. If you are a small business, you must contact the NRHA Small Business Representative prior to proposal submittal to register as a small business and complete the applicable paperwork.
- C. All invoices shall show the contract number and/or purchase order number; and the federal employer identification number (for proprietorships, partnerships, and corporations).
- D. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- E. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- F. NRHA adheres to the prompt payment regulations as listed under 5 CFR Part 1315. The due date for making an invoice payment is as follows:
- (1) The latter of the following two events:
 - a) The 30th day after the NRHA Purchasing Department receives a proper and payable invoice from the contractor/vendor.
 - b) The 30th day after NRHA's acceptance of supplies delivered or services performed issued under a signed NRHA Purchase Order.
 - (2) For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.



Please refer to the following website for more information on submitting a proper and payable invoice, and when an invoice is considered late:

<http://www.fms.treas.gov/prompt/index.html>

- G. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- H. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which are unreasonable will be researched and challenged, and that portion of the invoice is held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, NRHA shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

VII. PROPOSAL PREPARATION AND SUBMISSION

A. General Requirements:

1. IFB Response: In order to be considered for selection, Offerors must submit a response to this bid through the **Bonfire Interactive Portal**. Registration is required and free.

<https://nrha.bonfirehub.com/portal/?tab=openOpportunities>

DO NOT RETURN THE SOLICITATION IN YOUR SUBMITTAL PACKAGE. ONLY SUBMIT THE REQUIRED INFORMATION.

2. Proposal Preparation:
 - a. Bidders shall complete and submit the **General Information Form**.
 - b. Bidders shall complete boxes 14A, 14B, 15, 16, and 17 and submit the **Solicitation, Offer, and Award form**.
 - c. Bidders shall complete and submit pricing sheet in **Attachment A**.
 - d. Bidders shall complete and submit **Attachment B** for no less than three (3) past performance write ups for work similar in size and scope as stated in the specifications.
 - e. Bidders shall complete and submit **Attachment C** Certifications and Representations.



- f. Bidders shall complete and submit **Attachment D** W9.
- g. Bidders shall complete and submit **Attachment E** Bidder's Qualifications.
- h. Bidders shall complete and submit **Attachment F** Certificate of Compliance and Section 3 Documents.
- i. Bidders shall complete and submit **Attachment G** Affidavit of Non-Collusion.
- j. Bidders shall submit proof of insurance **Attachment H**.
- k. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the IFB. Emphasis should be on completeness and clarity of content.
- l. Additional information such as company brochures, literature, or other marketing material, will be discarded and not used in the evaluation process. Non-compliant proposals may be removed from the competitive range.
- m. Ownership of all data, material, and documentation originated and prepared for NRHA pursuant to the IFB shall belong exclusively to NRHA and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

VIII. SELECTION CRITERIA AND AWARD

A. Selection Criteria:

Award will be made to the most responsive and responsible bidder with the lowest price and whose bid totally complies with all required solicitation requirements.

IX. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on **Thursday, June 25, 2026**, at 910 Ballentine Blvd Norfolk, Virginia 23504 at **10:00 a.m.**

X. AMENDMENTS

Any AMENDMENTS issued for this solicitation may be accessed at:



<https://nrha.bonfirehub.com/portal/?tab=openOpportunities>

Since a paper copy of the amendments will not be mailed to you, we encourage you to check the website regularly.

XI. SPECIAL CONTRACT REQUIREMENTS

A. Section 3 Clause – 24 CFR 75

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.

Section 3 forms attached to this IFB are mandatory. The forms must be completed and submitted with the bid documents. Failure to complete and submit forms may result in the bid being rejected.

1. Overview - The purpose of Section 3 is to ensure that, to the greatest extent feasible, employment, training, and business opportunities created by HUD financial assistance be directed to low-and very-low income persons, particularly those who are recipients of government assistance for housing and to business concerns which provide economic opportunities to low-and very low-come persons, or residents of the community in which Federal assistance is spent. Efforts to promote Section 3 objectives must be consistent with existing Federal, State, and local laws and regulations.
2. Covered Programs – Section 3 requirements apply to training, employment, contracting, and other economic opportunities arising in connection with the expenditure public housing assistance for public housing development, operations, and Capital Fund programs. In addition, certain Notification of Funding Opportunity (NOFO) and grant agreements governing assistance to PHAs may contain Section 3 requirements.
3. Covered Contract – Section 3 covers contracts for activities that are funded by Section 3 covered assistance and does not apply to material contracts. If the contract includes installation of purchased equipment (supplies and materials), the contract is covered by Section 3.
4. Section 3 Requirements and Definitions –
 - a. Employment and training: (1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers. (2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (a)(1) of this section in the following order of priority: (i) To residents of the public housing projects for which the public housing financial assistance is expended; (ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA; (iii) To participants in YouthBuild programs; and (iv) To



low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

- b. Contracting: (1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers. (2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority: (i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided; (ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance; (iii) To YouthBuild programs; and (iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided. 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.
- c. Targeted Section 3 Worker Public Housing and Community Development Financial Assistance: A Targeted Section 3 worker for public housing and development financial assistance means a Section 3 worker who is: (1) A worker employed by a Section 3 business concern; or (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years: (i) A resident of public housing or Section 8-assisted housing; (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or (iii) A YouthBuild participant.
- d. Section 3 Business Concern: A business concern meeting at least one of the following criteria, documented within the last six-month period: (i) It is at least 51 percent owned and controlled by low- or very low-income persons; (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees. (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.
- e. Section 3 Worker: (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented: (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD. (ii) The worker is employed by a Section 3 business concern. (iii) The worker is a YouthBuild participant. (2) The status of a



Section 3 worker shall not be negatively affected by a prior arrest or conviction. (3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

- f. YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226)

B. Cooperative Procurement (Contract available for use by other public entities)

1. This procurement is being conducted by Norfolk Redevelopment and Housing Authority (NRHA or the Authority) in accordance with the provisions of *Virginia Code* § 2.2-4304. Except for contracts for architectural and engineering services, if agreed to by the Contractor(s), Supplier(s), or Vendor(s), henceforth referred to as the Contractor, other public bodies may utilize the resultant contract(s), henceforth referred to as the contract. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms.
2. The Contractor shall notify NRHA in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract.
3. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing, and payments without direct administration from the lead-issuing institution. NRHA shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the Authority is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter what the circumstances. Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

XII. ATTACHMENTS

Attachment A - Pricing Schedule

Attachment B – Past Performance Write Ups (must submit 3)

Attachment C – Certifications and Representations

Attachment D– W9

Attachment E – Bidder’s Qualifications

Attachment F – Certificate of Compliance Section 3 and Section 3 Forms

Attachment G – Affidavit of Non-Collusion

Attachment H– Proof of Insurance



Attachment I - HUD 5369-B Instructions to Offerors

Attachment J - HUD Form 5370-C Section II



Attachment A – Pricing Schedule

ATTACHMENT A – Pricing Schedule

PR2542-542-26

Janitorial Services – 910 Ballentine Blvd

Company Name: _____

1. In accordance with Section V, Pricing Schedule, the following costs are hereby submitted:

Base Year:

Janitorial Services

CLIN	Location	Square Footage	Cost per Sq. Foot	Monthly Price	Annual Cost (Mo. X12)
A001	Housing Operations Facility Building	16,000			

Labor Rates for monthly janitorial services and additional work request.

Note: Hours listed in this section are used for competition purposes only. Hours needed for additional services may be zero (0) or more than five (5).

CLIN	Employee Title	Est. Additional Work Hours	Hourly Rate	Total Cost
A002	Working Supervisor	5		
A003	Janitor(s)	5		

Total Cost for hourly Services\$ _____

Grand Total for Base Year Services CLINS A001 – A003

\$ _____

Option Year One:

Janitorial Services

CLIN	Location	Square Footage	Cost per Square Foot	Monthly Price	Annual Cost (Mo. X12)
B001	Housing Operations Facility Building	16,000			

Labor Rates for monthly janitorial services and additional work request.

Note: Hours listed in this section are used for competition purposes only. Hours needed for additional services may be zero (0) or more than five (5).

CLIN	Employee Title	Est. Additional Work Hours	Hourly Rate	Total Cost
B002	Working Supervisor	5		
b003	Janitor(s)	5		

Total Cost for hourly Services\$ _____

Grand Total for Option Year One Services CLINS B001 – B003

\$ _____

Option Year Two:

Janitorial Services

CLIN	Location	Square Footage	Cost per Square Foot	Monthly Price	Annual Cost (Mo. X12)
C001	Housing Operations Facility Building	16,000			

Labor Rates for monthly janitorial services and additional work request.

Note: Hours listed in this section are used for competition purposes only. Hours needed for additional services may be zero (0) or more than five (5).

CLIN	Employee Title	Est. Additional Work Hours	Hourly Rate	Total Cost
C002	Working Supervisor	5		
C003	Janitor(s)	5		

Total Cost for hourly Services\$_____

Grand Total for Option Year Two Services CLINS C001 – C003

\$ _____

Grand Total for Base and All Option Years \$ _____

1. Pricing shall be all inclusive of labor, travel, overhead, G&A, and fee. No other charges are applicable to the resultant contract and thus disapproved on all invoices.
2. The Offeror hereby agrees to provide all material, equipment, transportation and incidentals in accordance with the conditions of the bid and specifications for location listed below.
3. This solicitation shall result in a firm fixed price term contract.
4. Cost for miscellaneous services shall be quoted per request of the Technical Contract Administrator.

(*CASH DISCOUNT FOR PROMPT PAYMENT ____% 10 DAYS/ NET ____ DAYS)

Offeror Name: _____ Date: _____

Offeror Signature: _____

Title: _____



Attachment B – Past Performance (Must submit 3)

PR2542-542-26
Attachment A - Corporate Experience
One for each contract cited. (Must submit 3)

NAME OF CONTRACTOR _____

1. Contract Number or other Control Number: _____

2. Complete Name and Address of Contract Reference (Government agency, commercial firm, or other organization):

Name: _____

Address: _____

3. Date of Contract: _____

4. Date work was begun: _____

5. Date work was completed: _____

6. Contract Information: _____

Contract Type: _____

Contract Amount (Total ceiling): _____

7. Point of Contact for this Reference:

Name: _____

Telephone Number: _____

E-mail: _____

8. Location of work (country, state, or province, county, city): _____

9. Current status of contract (choose one):

Work continuing, on schedule

Work completed, no further action pending or underway

Work completed, claims negotiations pending or underway

Work completed, litigation pending or underway

Terminated for Default

Work continuing, behind schedule

Work completed, routine administrative action pending or underway

Terminated for Convenience

Other (explain)

10. Provide a summary description of contract work, not to exceed 1 page in length (not inclusive of this form). Describe the nature and scope of work, its relevancy to this contract, and a description of any problems encountered and your corrective actions.



Attachment C – Certifications and Representations

Certifications and Representations of Offerors

Non-Construction Contract

Company Name:

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 non-construction contracts awarded by NRHA. The form is used by bidders/offerors to certify to NRHA's Contracting Officer for contract compliance. If the form were not used, NRHA would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

For the purpose of this definition, minority group members are: (Check the block applicable to you)

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

3. Section 3 Resident-Owned Businesses

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

- (a) is, is not a Section 3 business concern. "Section 3 Resident-Owned Business" as used in this provision, means a concern, that is a resident-owned business that is owned and controlled by public housing residents under the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR 135).

4. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals

have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

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

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

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

5. 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.

6. Non-Collusion Affidavit of Prime Bidder

(a) Contractor warrants that He/She is the bidder that has submitted the attached bid;

(b) That He/She is fully informed respecting the preparation and contexts of the attached Bid and all of all pertinent circumstances respecting such Bid;

(c) Such Bid is genuine and is not a collusive or sham Bid;

(d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or bid price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Norfolk Redevelopment and Hosing Authority or any person interested in the proposed Contract; and,

(e) The Price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

7. Certification Regarding Debarment, Suspension, Proposed Debarment

(a) The officer certifies, to the best of its knowledge and belief that:

1. The offeror and/or any of its Principles:

a. Are Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency using Federal funds;

b. Have Have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public (Federal, State, or local) contract or subcontract; violation of Federal or state antitrust statute's relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

c. Are Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated above.

2. The Officer has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.

(b) "Principals," for the purpose of this certification, means officers; directors; owners; partners; and, persons having primary

management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF ANY AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

1. The Offeror shall provide immediate written notice to the contracting Officer if at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
2. A certification that any of the items in Section I of this provision exists will not necessarily result in withholding award under this proposal. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.
3. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Section I of this provision. The knowledge and information of an Offeror are not required to exceed that which is normally possessed by as prudent person in the ordinary course of business dealings.
4. The certification in Section I of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to NRHA, the Contracting Officer may terminate the contract resulting from this proposal for default.

8. Authorization of Offeror for Verification of References

- (a) The Offeror warrants that He/She has submitted a proposal to the Norfolk Redevelopment and Housing Authority (NRHA) in response to the RFP. The Offeror hereby authorizes and requests any and all persons, firms, corporations and/or government entities to furnish any information requested by NRHA in verification of the references provided, for determination of the quality and timeliness of the services provided by Offeror, and all other legal purposes. A copy of this document, after execution by the Offeror, presented by NRHA to any such person, firm, corporation and/or government entity shall be as valid as the original.

9. 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):

10. Certificate of Insurance

Contractor agrees to provide a Certificate of Insurance within 10 days upon award and acceptance of a contract. Failure to submit proof of insurance is ground for termination of the contract.

11. 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:



Attachment D – W-9

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.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 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 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).

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 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

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

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

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



Attachment E – Bidder’s Qualifications



STATEMENT OF BIDDER'S QUALIFICATIONS

P.O. Box 968
Norfolk, Virginia 23501
(757) 623-1111
TDD# (800) 545-1833

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information he/she desires.

IDENTIFICATION, LOCATION & CONTACTS

1. Name of Bidder: _____
2. Trade Name (DBA): _____
3. Permanent Main Office Address: _____

3. Office Numbers: Phone: _____ FAX: _____
4. Business Start Date: _____
5. TAX ID Number: _____
6. DUNS Number: _____
7. CAGE Code (if applicable): _____
8. Main Point-of-Contact: _____
9. POC Title: _____
10. POC Number: _____
11. State Contractor License Number and Type: _____

ORGANIZATION, OWNERSHIP & CERTIFICATIONS

12. Minority Code (*check all that apply*):
 - Minority Business Enterprise
 - Veteran
 - HUBZone Certified
 - Service-Disabled Veteran
 - Woman-Owned
 - Small Disadvantaged Business
13. Business Type:
 - Sole-Proprietor
 - Joint Venture
 - Corporation
 - Other:
 - LLC

BUSINESS QUALIFICATIONS

14. Number years engaged in business under your present firm or trade name: _____

15. Current Contracts (list at least 3) if none, list most recent:

Company/Agency	Date Awarded	Gross Amount Awarded
_____	_____	_____
_____	_____	_____
_____	_____	_____

16. List the most important project(s) recently completed:

Project Name	Date Completed	Final Amount if Project
_____	_____	_____
_____	_____	_____

16. General character of work performed by your company: _____

17. Have you failed to complete any work awarded to you? YES NO

If so, where and why? _____

18. Have you ever defaulted on a contract? YES NO

If so, where and why? _____

19. List major equipment available for this Contract upon award:

_____	_____	_____
_____	_____	_____

20. Experience in construction work similar in important to this project:

21. List background and experience of the principal members of your organization including the officers.

Employee Name/Title	Years Experience	Type Experience
_____	_____	_____
_____	_____	_____
_____	_____	_____

FINANCIAL STATUS

22. Credit Available to Company: \$ _____

23. Bank Reference(s)

Name of Bank	Account Number	Bank Reference / Number
_____	_____	_____
_____	_____	_____

24. Upon request, will you complete a detailed financial statement and furnish any requested information that may be required by the Norfolk Redevelopment and Housing Authority? YES NO



Attachment F – Certificate of Compliance Section 3 and Documents



Certificate of Compliance – Section 3

P.O. Box 968
Norfolk, Virginia 23501
(757) 623-1111
TDD# (800) 545-1833

Certification of Compliance with Regulations to Section 3 of Housing and Urban Development Act of 1968 as required for participate in: _____

PURPOSE, AUTHORITY AND RESPONSIBILITY

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development, neighborhood economic improvement, and individual self-sufficiency.

Section 3 requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents, particularly persons who are recipients of HUD assistance for housing.

_____ (hereinafter called the Company), **CERTIFIES** that upon being awarded a contract to _____ in the Municipality of the City of Norfolk, Virginia, that the Company:

- a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 135; and
- b) will comply with HUD's regulations in 24 CFR Part 135; and
- c) will submit to NRHA a Section 3 Work Plan (see Section 3 Appendix), before a "Notice to Proceed" is issued or start date projected. The developer or prime contractors will require all subcontractors to submit a Section 3 Work Plan prior to proceeding with their respective scope of work.
- d) will send to each labor organization or representative of workers with which the Company has a collective bargaining agreement or other understanding, a notice advising the labor organization or the representative or workers of the Company's commitments under Section 3; and
- e) will include this Section 3 Certification of Compliance in every subcontract subject to compliance with the regulations found in 24 CR Park 135 and further agrees to take the appropriate action pursuant to those regulations in the event the subcontractor is found to be in violation of 24 CFR Part 135; and
- f) will not subcontract with any subcontractor where the Company has notice or knowledge that the subcontractor has been found in violation of any provision of 24 CFR Part 135; and
- g) will not fill any vacant employment positions, including training positions, (1) after the Company is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR Part 135 require employment opportunities to be directed, to circumvent the Company's obligations under 24 CFR Part 135; and
- h) will, to the extent feasible, make a good faith effort to utilize the services of businesses located in or substantially owned by persons who live within the project boundaries.

Company Name

Name and Title

Signature

Date



Section 3 Final Rule Assurance of Compliance

Purpose

To ensure compliance with the Section 3 Final Rule, promulgated under [24 CFR Part 75](#) "Economic Opportunities for Low- and Very Low-Income Persons", the **Norfolk Redevelopment Housing Authority** (NRHA) has developed and approved this Section 3 Final Rule Assurance of Compliance Form. This form shall serve as the certification of compliance required in the bid documents, general supplemental conditions, and other required forms for the contract for any housing rehabilitation, housing construction, and other public construction projects funded by NRHA.

Project Title: _____

The project assisted 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 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

Notwithstanding any other provision of this contract, the contractor shall carry out the provisions of the Section 3 Final Rule set forth in 24 CFR Part 75 (published in 85 Federal Register 61562, September 29, 2020), and all applicable regulations and orders of the Secretary issued thereunder prior to the execution of this contract. In addition to demonstrating a good faith effort, as defined by the regulation to provide training, employment, and business opportunities required by the Section 3 Final Rule, compliance with 24 CFR Part 75 includes, but is not limited to, the provisions listed in [§75.9-Requirements](#), [§75.13 Section 3 Safe Harbor](#), [§75.15 Reporting](#), and [§75.27 Contract Provisions](#).

Compliance with the provisions of the Section 3 Final Rule, shall be a condition of the financial assistance provided to the project, binding upon the contractor, its successors, and assigns. Failure to fulfill these requirements shall subject the contractor and his subcontractors, its successors, and assigns to the sanctions specified by this contract, and to such sanctions as are specified by 24 CFR Part 75. The contractor certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

Date:

Contracting Company:

Name & Title of Authorized Representative:

Signature of Authorized Representative:





Section 3 Business Concern Self-Certification

Instructions:

Enter the following information and select the applicable criteria that certifies your business as a Section 3 Business Concern. Self-Certifying as a Section 3 Business Concern shall NOT be construed as a requirement of the **Norfolk Redevelopment Housing Authority** (NRHA) to contract or subcontract with your firm. Section 3 business concerns are not exempt from meeting the overall specifications of the contract.

Business Information:

Name of Business _____
Address of Business _____
Name of Business Owner _____
Phone Number of Business Owner _____
Email Address of Business Owner _____

Preferred Contact Information:

Same as above
Name/Title of Preferred Contact _____
Phone Number of Preferred Contact _____

Type of Business (select from the following options):

Corporation Partnership Sole Proprietorship Joint Venture

Select as many of the following options that apply to your business:

- At least 51 percent of the business is owned and controlled by low- or very low-income persons. **HUDs Income Limits can be found by visiting:** <https://www.huduser.gov/portal/datasets/il.html>
- At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.
- My business does NOT meet any of the above criteria and is not a Section 3 Business Concern.





Section 3 Business Concern Self Certification

Business Attestation

I affirm and attest that the statements on page one (1) of this form are true, complete, and correct to the best of my knowledge and belief. I understand that a business that misrepresents itself as a Section 3 Business Concern and reports false information to NRHA, may have its contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the aforementioned information is correct to the best of my knowledge.

Print Name: _____

Title: _____

Signature: _____ Date: _____

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

*****Certification expires six months from the date of the signature below*****

FOR ADMINISTRATIVE USE BY NRHA SAFF ONLY

Is the business a Section 3 business concern based upon their certification? YES NO

Name of NRHA Authorized Representative:

Signature of NRHA Authorized Representative:

Title of NRHA Authorized Representative:

Date:

BUSINESSES MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE (5) YEARS FROM THE DATE OF EXECUTION.





Section 3/Targeted Section 3 Worker Self-Certification

The purpose of the Norfolk Redevelopment and Housing Authority’s (NRHA) Section 3 Program is to provide employment, training, and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs.

Any construction firm performing on a Section 3 Covered Project must submit this Section 3 / Targeted Section 3 Worker Self-Certification for each employee working on site of the Section 3 Covered Project, regardless of the employee’s Section 3 / Targeted Section 3 Worker status.

Employee responses are confidential and shall NOT have an adverse effect on the construction firm’s offer of employment to the employee.

Worker Employment Status (Check only one)	
<input type="checkbox"/> New Hire	<input type="checkbox"/> Current Employee
Date Hired: ____ / ____ / ____	
Contact Information	
Employer	Employee
Company Name: _____ _____ DBA: _____ Permanent Address: _____ _____ Street Line 2: _____ City: _____ State: _____ Zip Code: _____ Mailing Address: <input type="checkbox"/> Same as Physical Address _____ Street Line 2: _____ _____ City: _____ State: _____ _____ Zip Code: _____ Phone: (_____) _____ _____	Employee Name: _____ Employee SSN (Last Four): _____ _____ Physical Address: _____ _____ City: _____ State: _____ Zip Code: _____ Mailing Address: <input type="checkbox"/> Same as Physical Address _____ Street Line 2: _____ _____ City: _____ State: _____ _____ Zip Code: _____ Phone: (_____) _____ _____





Section 3/Targeted Section 3 Worker Self-Certification

Employment Details
<p>Worker Classification: _____ (Carpenter, Laborer, Painter, Plumber, Roofer, etc... For additional classifications, see associated DBA Wage Determination if, applicable.)</p> <p>Base Hourly Rate of Pay: \$ _____ (Total dollar amount paid to the worker for every hour worked.)</p> <p>Pay Cycle: _____ (Weekly, bi-weekly, semi-monthly, or monthly. Different pay cycles may be established for different employees or groups of employees but pay cycles may not be changed without providing notice to the worker(s) at least 1 pay period in advance.)</p> <p>Designated Pay Day: _____ (Day of week when wages are paid/available to the worker: Monday, Tuesday, Wednesday, etc... Different pay days may be established for different employees or groups of employees but pay days may not be changed without providing notice to the worker(s) at least 1 pay period in advance.)</p> <p>Designated Work Week: _____ (An employee's workweek is a fixed and regularly recurring period of 168 hours — seven consecutive 24-hour periods. It need not coincide with the calendar week and may begin on any day and at any hour of the day (i.e., Sun.- Sat, or Mon. – Sun., or Wed. – Tue, etc.). Different workweeks may be established for different employees or groups of employees, but work weeks may not be changed without providing notice to the worker(s) at least 1 pay period in advance.)</p>

Section 3 and/or Targeted Section 3 Worker Status
<p>Select the appropriate designation to declare the employee's Section 3 Worker and/or Targeted Section 3 Worker status as defined in 24 CFR Part 75. HUDs Income Limits can be found by visiting: https://www.huduser.gov/portal/datasets/il.html.</p>
<p>Select from ONE of the following options below as the basis for the Section 3 Worker designation:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The worker is employed by a Section 3 Business Concern <input type="checkbox"/> The worker is a low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD) <input type="checkbox"/> The worker is a YouthBuild participant
<p>Select from ONE of the following options below as the basis for the Targeted Section 3 Worker designation:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The worker is employed by a Section 3 Business Concern <input type="checkbox"/> The worker is a YouthBuild participant <input type="checkbox"/> The worker currently meets or when hired met at least one of the following categories, as documented within the past five years: <ul style="list-style-type: none"> <input type="checkbox"/> A resident of public housing or Section 8-assisted housing <input type="checkbox"/> A resident of other public housing development or Section 8-assisted housing managed by the PHA that is providing the assistance <input type="checkbox"/> Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5





Section 3/Targeted Section 3 Worker Self-Certification

Definitions:

Section 3 Business Concern:

- Is at least 51 percent owned and controlled by low- or very low-income persons;
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- Is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Section 3 Worker:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD), or
- Employed by a Section 3 Business Concern, or
- A YouthBuild Program Participant.

Targeted Section 3 Worker:

- Employed by a Section 3 Business Concern, or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing, or
 - A resident of other public housing projects or Section 8-assisted housing, or
 - Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5, or
 - (Housing and Community Development funding only)
 - A YouthBuild Program Participant

Youth Build Program:

- Community-based apprenticeship program administered by the U.S. Department of Labor that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school

Section 3 Covered Project:

- Pursuant to 24 CFR PART 75.3 – Section 3 Covered Projects Includes:
 1. Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);
 2. Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;
 3. Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act;
 4. The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with





Section 3/Targeted Section 3 Worker Self-Certification

public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section;

5. Housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance in excess of \$200,000.00; The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs.
 - The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.





Attachment G – Non-Collusion Affidavit



Non-Collusion Affidavit of Prime Bidder

P.O. Box 968
Norfolk, Virginia 23501
(757) 623-1111
TDD# (800) 545-1833

State of _____ County/City of _____

_____ being first duly sworn, deposes and says that:

- (1) He/She is _____ of _____, the bidder that has submitted the attached bid;
- (2) He/She is fully informed respecting the preparation and contexts of the attached Bid and all of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or bid price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Norfolk Redevelopment and Hosing Authority or any person interested in the proposed Contract; and,
- (5) The Price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____



Attachment H – Proof of Insurance



Attachment I – HUD 5369B Instructions to Bidders

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]



Attachment J – HUD Form 5370-C Section II

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) a trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (ii)
- (iii)

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.