



**Norfolk Redevelopment and
Housing Authority**

**Request for Proposal
#PR2541- 541-26**

for

Relocation Management Services for Sykes Midrise

June 17, 2026

Contracting Opportunities – BONFIRE INTERACTIVE PORTAL

Contractors and Vendors,

NRHA has partnered with Bonfire Interactive to create a new procurement portal that will allow you to receive notifications of business opportunities and submit bids and proposals to NRHA electronically.

Vendors and contractors are requested to visit the NRHA Purchasing Department website URL at <https://nrha.us/> then follow the link to the Bonfire Vendor Registrations page to register your company. The direct link is also provided <https://nrha.bonfirehub.com/portal/?tab=openOpportunities>

Registration is free and easy. Please be sure to select NIGP codes associated with your type of business or organization. Our solicitations will be set up using those codes and will be matched to vendors and contractors with the same codes.

Norfolk Redevelopment and Housing Authority is excited about the changes we are making to streamline our electronic bid process and we look forward to continuing our good relationship with you and appreciate your interest.

Should you have any questions, please contact Robin Hoe at rohoe@nrha.us or 757-533-4694.

Thank you for doing business with the Norfolk Redevelopment and Housing Authority.

RFP PR2541-541-26
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation must be submitted through NRHA's Bonfire Interactive Portal as per the flyer attached. The deadline for questions is **July 1, 2026, at 4:00 PM EST**. No questions will be answered after that date and time.

DUE DATE: Sealed Proposals will be received until **July 10, 2026, at 3:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals must be submitted electronically through the **NRHA Bonfire Interactive Portal as noted in the flyer above** by the due date and time (see prior page for information).

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.

PRE-PROPOSAL CONFERENCE: See Section VIII for information regarding a pre-proposal conference.

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.dmbestate.va.us>.

Large business

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 regards 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 <small>(See Section XI, paragraphs I through M of this RFP)</small>	
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

Table of Contents

Section	Page
I. PURPOSE.....	2
II. CONTRACT PERIOD.....	2
III. BACKGROUND.....	2
IV. STATEMENT OF NEED.....	3
V. BILLING SPECIFICATIONS.....	3
VI. PROPOSAL PREPARATION AND SUBMISSION.....	9
VII. SELECTION CRITERIA AND AWARD.....	13
VIII. PRE-PROPOSAL CONFERENCE.....	13
IX. AMENDMENT.....	14
X. CONTRACT ADMINISTRATION.....	14
XI. SECTION H - SPECIAL CONTRACT REQUIREMENTS.....	14
XII. ATTACHMENTS.....	19



SOLICITATION, OFFER AND AWARD

1. CONTRACT NUMBER	2. SOLICITATION NUMBER PR2541-541-26	3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) <input type="checkbox"/> SOLE SOURCE	4. DATE ISSUED 6/17/2026	5. CHANGE/TASK NUMBER
--------------------	--	--	-----------------------------	-----------------------

6. ISSUED BY Norfolk Redevelopment and Housing Authority Purchasing Services Office 555 East Main Street Floor 17 Norfolk, VA 23510	7. SUBMIT INVOICES TO: INVOICES@NRHA.US
---	---

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

SOLICITATION – RELOCATION MANAGEMENT SERVICES

8. LATE Submissions, Modifications, Withdrawals: All offers are subject to all terms and conditions contained in this solicitation.

9. RFP Contact Information	A. NAME Robin L. Hoe, CPPB	B. TELEPHONE (NO COLLECT CALLS)			C. EMAIL ADDRESS rohoe@nrha.us
		AREA CODE 757	NUMBER 533-4694	EXT	

10. TABLE OF CONTENTS

SEC	DESCRIPTION	PAGE	SEC	DESCRIPTION	PAGE
I.	PURPOSE	2	VII.	SELECTION CRITERIA AND AWARD	13
II.	CONTRACT PERIOD	2	VIII.	PRE-PROPOSAL CONFERENCE	13
III.	BACKGROUND	2	IX.	AMENDMENT	14
IV.	STATEMENT OF NEED	3	X.	CONTRACT ADMINISTRATION	14
V.	BILLING SPECIFICATIONS	3	XI.	SECTION H - SPECIAL CONTRACT REQUIREMENTS	14
VI.	PROPOSAL PREPARATION AND SUBMISSION	9	XII.	ATTACHMENTS	19

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.		16. SIGNATURE	17. OFFER DATE
AREA CODE NUMBER EXT				

AWARD (To be completed by NRHA)

18. AWARD AMOUNT: \$	19. PERIOD OF PERFORMANCE:
	20. NRHA ACCOUNTING DATA: <input type="checkbox"/> Funded <input type="checkbox"/> Incrementally Funded via Task Orders

21. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	22. NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY <i>(Signature of Contracting Officer)</i>	23. AWARD DATE
---	--	----------------



I. PURPOSE

Norfolk Redevelopment and Housing Authority (NRHA) seeks a qualified firm or individual to provide Relocation Management Services to support the relocation of residents during the Sykes Midrise RAD/Section 18 Redevelopment.

Final date for questions is **July 1, 2026, at 4:00 P.M. EST**. Questions must be submitted through the **NRHA Bonfire Interactive Portal** per the information as noted in the above announcement flyer. After this date, questions will not be accepted.

II. CONTRACT PERIOD

The intended period of performance for the awarded contract is 12 to 24 months.

III. BACKGROUND

- A. NRHA is a political subdivision, created under the laws of the State of Virginia to provide public and other affordable housing and related services eligible to low-income families of Norfolk, VA. NRHA primarily funded by the U.S. Department of Housing and Urban Development (HUD), develops, maintains and manages approximately 1789 low-rent public housing in eight (8) communities and 755 project-based voucher rental assisted units in seven (7) communities and 1,271 unassisted units in four (4) communities.

NRHA operates a diverse portfolio that includes:

1. Public Housing (ACC units)
 2. Housing Choice Voucher Program (HCV)
 3. Mixed-finance and RAD-converted properties
 4. Real estate development and redevelopment initiatives
 5. Capital Fund Program (CFP) infrastructure investments
- B. Because NRHA is currently in the process of a RAD/Section 18 Redevelopment of Sykes Midrise, the relocation program is already in progress. The contractor will be assuming the responsibility for the existing relocation effort rather than initiating a new program.
- C. Sykes Midrise has a total of 84 units. Currently approximately 28 east wing households are classified as “temporarily relocated” and will ultimately require return coordination as renovated units become available. In addition, 32 west wing households remain on-site and are anticipated to require relocation during the future phases of the renovation program.
- D. The figures noted in C above should be considered planning estimates only. NRHA is currently reconciling the most recent vacancy list, completed relocations, permanent relocations, deceased households, lease terminations, and other resident status changes. The actual relocations, return moves and coordination activities may increase



or decrease throughout the project as construction sequencing, unit availability, resident availability and occupancy conditions evolve.

IV. STATEMENT OF NEED

A. NRHA Reservation of Rights:

1. NRHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if determined to be in its best interests.
2. NRHA reserves the right to not award a contract pursuant to this RFP.
3. NRHA reserves the right to negotiate the fees proposed by the offeror.
4. NRHA shall have no obligation to compensate any offeror for any costs incurred in responding to this RFP.
5. NRHA reserves the right to check offeror references using past performance write ups.
6. NRHA shall reserve the right, at any time during the RFP or contract process, to prohibit any further participation by an offeror or reject any proposal submitted that does not conform to any of the requirements detailed in this RFP.

B. Attachment A – HUD 5369B Instructions to Offerors Non-Construction shall apply to this RFP.

C. Specific Scope of Services:

The contractor shall be responsible for coordinating and managing subcontracted relocation support services, including movers, storage, pest control, hotel stays, incidental cleaning, and related support services, subject to the controls outline in the RFP.

The Contractor shall provide full-service relocation program management, including:

1. Transition & Compliance Audit:

- a. Review and reconstruct relocation files
- b. Ensure compliance with:
 - i. URA
 - ii. RAD
 - iii. Section 18

2. Relocation Execution:

- a. Resident communication and meetings
- b. Move scheduling and coordination (move outs, moves to temporary housing, and return moves)



- c. Direct contracting and management of:
 - i. movers
 - ii. storage providers
 - iii. pest control vendors

3. Unit Readiness Coordination:

- a. Track and verify unit readiness
- b. Coordinate with:
 - i. Construction (Breedon)
 - ii. Maintenance
 - iii. Property Management

No move may occur without confirmed unit readiness

4. Data & Tracking:

- a. Maintain centralized relocation tracking system
- b. Track:
 - i. resident status
 - ii. move status
 - iii. unit readiness
 - iv. compliance documentation

5. Reporting & Compliance Requirements:

- a. Monthly reporting
- b. Quarterly / investor reporting support (Cinnaire)
- c. Maintain audit-ready files

6. Reporting Requirements:

- a. Weekly Reporting - Weekly reports shall be submitted in a format approved by NRHA and shall be based on data maintained in the relocation control system.

The Contractor shall submit weekly reports to NRHA summarizing current relocation activities and project status. Weekly reports shall include, at a minimum:

- i. Number of households relocated, pending relocation, and returned.
- ii. Status of all scheduled and completed moves
- iii. Unit readiness status, including any units not ready for occupancy and associated issues
- iv. Coordination issues involving maintenance, pest control, property management, or construction
- v. Identification of risks to the relocation schedule or construction timeline
- vi. Status of compliance documentation, including notices issued and pending
- vii. Two-week look-ahead schedule identifying upcoming moves and anticipated constraints



- viii. Status of any units that failed readiness and corrective actions taken
- b. Monthly Reporting - The Contractor shall submit monthly reports that provide a comprehensive summary of relocation program performance. Monthly reports shall include:
 - i. Summary of relocation activities completed during the reporting period
 - ii. Financial status aligned with the Schedule of Values (SOV), including work completed and invoiced
 - iii. Compliance status, including identification of any deficiencies or outstanding documentation
 - iv. Progress toward completion of relocation activities
 - v. Status of economic opportunity participation goals
 - vi. Summary of issues encountered and actions taken
 - vii. Performance against relocation schedule, including planned vs. actual moves
 - viii. Unit readiness performance, including delays attributable to construction, maintenance, or coordination failures.

7. Relocation Control System Reporting:

The Contractor shall utilize NRHA's relocation control system as the primary source of reporting data. NRHA reserves the right to audit all data maintained in the system.

The Contractor shall:

- a. Maintain accurate and current data for all households and units
- b. Update the system on a regular basis, at a minimum weekly
- c. Ensure that all reported information is consistent with supporting documentation
- d. Track, at a minimum, resident status, move dates, unit readiness, compliance documentation, and coordination issues
- e. Provide tracking data in Excel or other NRHA-approved format upon request
- f. NRHA reserves the right to review and audit all data maintained within the system.

8. Coordination and Communication Requirements:

- a. The Contractor shall participate in regular coordination meetings with NRHA and project stakeholders, to include NRHA's Development, Property Management, and Maintenance teams as well as the General Contractor for the Sykes Renovation Project.
- b. The Contractor shall serve as the central point of coordination for relocation-related activities and communicate all relevant information to ensure alignment across all parties. The Contractor shall also identify and escalate issues that may impact relocation, unit readiness, or construction schedule within twenty-four (24) hours.
- c. The contractor shall operate under the following structure:



- i. NRHA Project Manager – Final Authority
- ii. Relocation Contractor – Execution and Coordination
- iii. Property Management – Resident Interface
- iv. Construction Contractor – Unit Readiness Input

All directions to contractor shall flow through the NRHA Project Manager.

9. Delivery Standards:

All reports and deliverables shall:

- a. Be submitted electronically in a format approved by NRHA
- b. Be clear, accurate, and complete
- c. Be supported by underlying data and documentation
- d. Be submitted on time in accordance with agreed-upon schedules

Failure to provide required reports or to maintain accurate and complete data may result in rejection of invoices and/or requiring corrective action, withholding payment until the corrective action is resolved and additional reviews of contractor performance.

10. File Management and Audit Requirements:

The Contractor shall maintain complete and auditable relocation files for each household. NRHA reserves the right to audit relocation files for each household with forty-eight hours' notice. The contractor shall provide all requested documentation in a complete and organized format.

Each file shall include, at a minimum:

- a. Required notices (GIN, NOE, 30-day / 90-day notices)
- b. Eligibility determinations
- c. Relocation records (move dates, locations, services provided)
- d. Resident communications and acknowledgments
- e. Final relocation status

11. Investor and Lender Reporting Support:

The Contractor shall support NRHA in preparing reports required by equity investors, lenders, and regulatory agencies, including but not limited to Cinnaire.

This includes:

- a. Providing relocation metrics and supporting data
- b. Assisting with compliance reporting
- c. Ensuring that all relocation data is accurate, current, and audit-ready
- d. Responding to requests for additional information within required timeframes



12. Subcontracting Requirements:

- a. The contractor shall manage all NRHA subcontracted relocation support services contracts necessary to successfully execute the relocation program in accordance with the requirements of this RFP.
- b. The contractor shall act as the central coordinator for these services and shall be responsible for ensuring that all services are scheduled and executed in alignment with the approved relocation sequencing, construction phasing and unit readiness requirements.
- c. NRHA currently has the services below under subcontracts:
 - i. Moving Services
 - ii. Temporary storage services
 - iii. Pest control services
 - iv. Temporary lodging or hotel accommodations
 - v. relocation-related incidental services as requested or approved by NRHA

13. Additional Subcontracting Service Requirements:

- a. The contractor may be required to solicit quotes or bids for any additional services. In this case, the contractor must adhere to the procurement requirements of 2 CFR 200 and NRHA's procurement policy which governs all procurements using federal funds.
- b. NRHA reserves the right to directly procure, or separately contract for any relocation support services, including but not limited to cleaning services and other services it deems necessary to successfully fulfil the needs of the project.
- c. NRHA's election to directly procure any service shall not entitle the contractor to additional compensation unless expressly approved in writing by the NRHA Project Manager.
- d. The contractor shall use the below listed competitive pricing requirements when soliciting for additional services:
 - i. Up to \$10,000.00 of the total estimated service needed – 1 fair and reasonable quote is required
 - ii. \$10,000.01 - \$150,000.00 of the total estimated service needed – no less than 4 quotes must be solicited.
 - iii. \$150,000.01 and above of the total estimated services needed – requires a full solicitation/bidding process.
- e. The contractor must fully disclose all subcontractor costs, identify all markup percentages applied to subcontracted services (the maximum allowable contractor mark-up for subcontractors is 10%), and maintain complete



procurement and financial records for all subcontracted and pass through services.

f. NRHA reserves the right to:

- i. Review and approval of subcontractors
- ii. Require competitive quotes
- iii. Audit all subcontracted and pass-through expenses
- iv. Reject unreasonable, unsupported, or excessive charges
- v. Reject any subcontractor, pricing proposal, or procurement approach deemed inconsistent with the best interests of the project

g. The contractor submitted invoices must be fully itemized and supported by underlying vendor invoices, receipts, quotations, or other documentation acceptable to NRHA for all subcontracts solicited and awarded by the contractor.

h. Contractors are required to adhere to NRHA's Section 3 reporting requirements.

14. Contract Type/Cost Structure:

Pricing under the contract will be a fixed cost per unit (unit-based schedule of values or SOV). The contractor shall also provide hourly rates for any additional services that may be required by NRHA. The awarded contract will have a not to exceed value (NTE).

15. Initial Deliverables:

Within 10 business days after contract execution the contractor shall provide:

- a. Identification of the contractor's project manager and primary point of contact.
- b. A detailed Transition Plan outlining the approach to assuming control of the partially completed relocation program.
- c. A preliminary assessment of existing relocation files and identification of any immediate risks or deficiencies.
- d. A preliminary relocation schedule aligned with the construction phasing plan and unit availability.
- e. An initial assessment of unit readiness conditions and coordination requirements with maintenance, pest control and the general contractor.

D. Insurance Requirements:

The offeror shall have and maintain, throughout the life of the contract, the required insurance as listed below. The offeror shall submit proof of insurance after notification of award of a contract.

By signing and submitting a proposal under this solicitation/contract, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The offeror further certifies that it, as well as all sub-contractors, will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.



MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Accounting Firms who fail to notify NRHA of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$1,000,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. NRHA must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability (if applicable) - \$1,000,000 per occurrence.
5. NRHA shall be named as an additional insured on all policies relevant to the contract.

V. BILLING SPECIFICATIONS

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

ADAYE@NRHA.US, BPHANELSON@NRHA.US

- B. Electronic invoicing is in compliance 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). Invoices must also include description of work performed, quantity of units or activities completed and total amount requested. If the contract is based on hourly rates, the invoice must include the number of hours, the hourly contracted rate and the name of the contractor employee who performed the service. NRHA may require submission of the physical copy of the invoice.
- 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 later 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.

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 appear to be unreasonable will be researched and challenged, and that portion of the invoice 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).

I. Payment of invoices shall be made only for work that has been completed in accordance with the scope of work, documented in accordance with the reporting requirements, and verified by NRHA.

J. Final payment shall not be issued until all relocation activities are complete, all resident files are complete and compliant, all required reports have been submitted and approved, and all tracking data has been delivered to NRHA.

VI. PROPOSAL PREPARATION AND SUBMISSION

A. General Requirements:

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

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



3. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. Blocks 14 A thru Block 17 of the Solicitation, Offer, and Award must be completed by Offeror. All information requested must be submitted. Failure to submit all information requested may result in NRHA requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by NRHA at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. All past performance shall not be older than five (5) years. Any past performance submitted that is older than five (5) years will not be counted as experience.
- d. Additional information such as company brochures, literature, or other marketing material, will be discarded and not used in the evaluation process. Only the information requested under Section VI, B, Specific Proposal Requirements of this section, will be evaluated. Noncompliant proposals may be removed from the competitive range.
- e. Proposals should be organized and submitted in the order in which the requirements are requested.
- f. Ownership of all data, material, and documentation originated and prepared for NRHA pursuant to the RFP 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.

B. Specific Proposal Requirements:

Proposals should be as thorough and detailed as possible so that NRHA may properly evaluate your capabilities and product(s) offered to provide the required services. Offerors are required to submit the following information/items as a complete proposal:



TAB A – Firm Overview – Up to 20 Points

1. The Offeror shall provide an overview of its firm. The summary shall include but not be limited to years in business, key company strengths and unique qualifications, and accomplishments.
2. Submit an organizational chart of the firm's staff.

TAB B - Experience and Capabilities – Up to 25 Points

1. The offeror shall describe its experience in providing the services required in the Statement of Work. Experience with housing authorities should be highlighted.
2. Offerors Team - The offeror shall include the name, team role, experience and education of the its team members who will be assigned to the contract. A resume for each team member including identifying their role will suffice for this section. The contractors project manager and primary point of contact shall be identified.
3. The offeror shall complete and submit three (3) past performance write-ups under **Attachment B**. The past performance write-ups must reflect services provided similar in size and scope of this RFP. Failure to answer question #10 will render the past performance write-up incomplete.

TAB C – Project Approach – up to 30 Points

The offeror shall describe its approach to accomplishing the items listed in the **Section C Specific Scope of Services**.

TAB D – Pricing – Up to 25 points

The offeror shall complete, sign and submit the Pricing Schedule under **Attachment C**.

TAB E – Section 3, Small Business, Minority and Woman Owned Enterprise– Up to 5 Points

The Offeror may garner up to an additional five (5) points by replying to this section. The offeror may choose to answer item 1, 2 or both. This section is only for additional points. No points will be deducted if this section is not completed.

1. The Offeror shall describe its experience in participating in the Section 3 program. The offeror shall complete and submit any documents under **Attachment D** that apply to its Section 3 standing.
2. The offeror shall submit a copy of its Small, Minority and Women Owned Enterprise certificate as proof of business standing.

TAB F – Other Required Documents (Pass or Fail)

1. The offeror shall complete and submit the **General Information Form**.



2. The offeror shall complete, sign in box 16 and enter date in box 17 and submit the **Solicitation Offeror and Award Form**. Amendments may be acknowledged on this form.
3. The offeror shall complete and submit the Certification and Representations of Offerors under **Attachment E** and the W9 under **Attachment F**.
4. The offeror shall sign and submit the Non-Collusion Affidavit under **Attachment G**.

NOTE: The failure to follow the instructions of this section of the solicitation may result in your proposal being removed from the competition for award of a contract. Please review all sections of this solicitation, specifically Sections VI and VII to ensure total compliance.

VII. SELECTION CRITERIA AND AWARD

A. Selection Criteria:

Proposals will be evaluated by NRHA using the following:

<u>Criteria Value</u>	<u>Maximum Point</u>
1. Firm Overview	20
2. Experience and Capabilities	25
3. Project Approach	30
4. Price	25
5. Section 3 (additional points only)	5
Total	<hr/> 105

B. Award:

Selection may be made without discussion with one Offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal. However, if it is deemed in the best interest of the agency, NRHA reserves the right to select and invite two or more offerors to return to present oral proposals. Price shall be considered but will not be the sole determining factor. NRHA may cancel this Request for Proposal or reject proposals at any time prior to an award. Should NRHA determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror without discussions. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation, and the Contractor's proposal as negotiated.

VIII. PRE-PROPOSAL CONFERENCE

No pre-proposal conference is scheduled for this effort.



IX. AMENDMENT

Any amendment issued for this solicitation will be posted on the eVA and NRHA Bonfire Interactive portal.

Since a paper copy of the amendment will not be mailed to you, we encourage you to check the web site regularly.

X. CONTRACT ADMINISTRATION

- A. The NRHA Housing Development Project Manager or his designee shall be identified as the Technical Contract Administrator and shall use all powers under the contract to ensure its faithful performance. All directions to the contractor shall flow through NRHA's Housing Development Project Manager.
- B. The Technical Contract Administrator, or his designee shall determine the amount, quantity, acceptability, and fitness of all aspects of the services and shall decide all other questions in connection with the services. The Technical Contract Administrator, or his designee shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the NRHA Contracting Officer through a written amendment to the contract.

XI. SECTION H - SPECIAL CONTRACT REQUIREMENTS

- A. Section 3 – 24 CFR 75
 - 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 community 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. § 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.)
- C. Applicable Laws and Courts - This solicitation/contract and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the City of Norfolk, Virginia. NRHA encourages resolution of any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in



Chapter 9 of the Vendors Manual. The Accounting Firm shall comply with all applicable federal, state and local laws, rules and regulations.

- D. Ethics in Public Contracting - By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or Accounting Firm in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. Immigration Reform and Control Act of 1986 - By entering into a written contract with NRHA, the offeror certifies that it does not, and shall not during the performance of the contract for goods and services with NRHA, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. Debarment Status - By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia, the Federal Government, or NRHA from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation/contract, nor are they an agent of any person or entity that is currently so debarred.
- G. Antitrust - By entering into a contract, the offeror conveys, sells, assigns, and transfers to NRHA of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by NRHA of Virginia under said contract.
- H. Mandatory Use of NRHA Forms and Terms and Conditions for RFPs/IFBs - Failure to submit a proposal on the official NRHA form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation/contract may be cause for rejection of the proposal; however, NRHA reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- I. Clarification of Terms - If any prospective offeror has questions about the specifications or other solicitation/contract documents, the prospective offeror should submit questions through the Bonfire Interactive Portal before the end of the question-and-answer period. Any revisions to the solicitation/contract will be made only by addendum issued by the buyer through the Bonfire Interactive Portal.
- J. Assistance to Small and other Disadvantage Businesses – Consistent with Executive Orders 11625, 12138, and 12432 NRHA shall make every feasible effort to ensure that small businesses, Minority Business Enterprises, (MBEs), Women Business Enterprises (WBEs), and labor surplus area businesses participate in NRHA contracting.
- K. Hold Harmless - The offeror, 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 offeror or offeror's employees, agents, or Accounting Firms.



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.

- L. Qualifications of Offerors - NRHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to NRHA all such information and data for this purpose as may be requested. NRHA reserves the right to inspect the offeror’s physical facilities prior to award to satisfy questions regarding the offeror’s capabilities. NRHA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy NRHA that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. Assignment of Contract - The contract shall not be assignable by the offeror in whole or in part without the written consent of NRHA.
- N. Availability of Funds - It is understood and agreed between the parties herein that NRHA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of the agreement.
- O. Vendor Advertising Restrictions - Advertising or promotional literature stating or implying that NRHA endorses the offeror’s products or services is prohibited. Exceptions may only be granted by NRHA’s Director of Procurement. NRHA prohibits the offeror from including reference to NRHA in client lists used in advertising or promotional materials.
- P. Contact with Authority Staff Board Members and/or Residents - Under no circumstances may any Authority Board Member or any Authority staff member other than the contact person specified within this RFP be contacted during this RFP process by any entity intending to submit a response to this RFP. Failure to comply with this request will result in disqualification. All questions shall be in writing and directed to the contact person as listed within this RFP.
- Q. Records and Inspection - The offeror will maintain full and accurate records with respect to all matters covered under this solicitation and its contract. NRHA, the Department of Housing and Urban Development, and the Comptroller General of the United States, will have free access at all times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all NRHA data, documents, proceedings, and activities.
- R. NRHA Not Obligated to Third Parties - NRHA shall not be obligated or liable hereunder to any party other than the awarded offeror.
- S. Status of the Offeror - It is understood and agreed by and between the parties that the status of the offeror will be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time. It is not intended, nor will it be construed, that the offeror or any employee or subconsultant is an employee, officer, or agent of NRHA.
- T. Termination of Contract – NRHA reserves the right to terminate the contract for its convenience upon a written 30-day notice to the contractor and according to the Termination of Convenience clause as stated in HUD Form 5370 attached.



- U. Acceptance of Terms and Conditions – By submitting an offer in response this RFP, the offeror hereby agrees to the terms and conditions of the RFP and its attachments.
- V. Dissemination or Disclosure - No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without the expressed, written consent of NRHA.
- W. 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 the circumstances. Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.
- X. Attachment H – HUD Form 5370 Section 1 General Conditions for Non-Construction Contracts shall apply to this RFP

XII. ATTACHMENTS

Attachment A - HUD-5369B - Instructions to Offerors Non-Construction

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

Attachment C - Pricing Schedule

Attachment D – Section 3 Documents

Attachment E - Certifications and Representation of Offerors

Attachment F - W9 Form

Attachment G- Non-Collusion Affidavit



Attachment H - HUD-5370-C General Conditions for Non-Construction Contracts Section 1

**Attachment A – HUD Form 5369B Instructions to Offerors Non-
Construction Contracts**

Instructions to Offerors Non-Construction



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) **See RFP for Submission Requirements** 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 B – Past Performance Write Ups (must submit 3)

PR2541-541-26
Attachment B - Past
Performance *One for each*
contract cited.

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.

PR2541-541-26
Attachment B - Past
Performance *One for each*
contract cited.

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.

PR2541-541-26
Attachment B - Past
Performance *One for each*
contract cited.

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 - Pricing Schedule

Attachment C – Pricing Schedule
PR2541-541-26 Relocation Management Services for Sykes Midrise

SUBMITTED TO: Norfolk Redevelopment and Housing Authority
 Procurement Department
 555 East Main Street, 17th Floor
 Norfolk, VA 23510

Name of Company: _____ Date: _____

Address: _____

Authorized Signer/Contact: _____ Title: _____

Office Phone: _____ Fax: _____

Cell Phone: _____ E-Mail: _____

Website: _____

Pricing shall be all inclusive of labor, material, equipment, overhead, G&A, and fees. Approved travel shall be invoiced at cost. No other charges are applicable to the resultant contract and thus disapproved on all invoices.

The contractor hereby submits pricing in accordance with Part IV Statement of Needs, Section C. Specific Scope of Services items 1-15 of the RFP. Pricing in this section is firm fixed for the service descriptions below.

CLIN	Service Description	# of Units	Cost per Unit	Total Cost
0001	Transition & Compliance Audit of Files	84		
0002	Relocation Execution, Unit Readiness Coordination, Data and Tracking, and Coordination of Subcontractor Services	84		
0003	Reporting and Compliance to include weekly, monthly, and quarterly investor reporting support and attending regular coordination meetings.	84		

Total Relocation Management Cost by Unit Pricing (CLINS 0001 through 0003)

\$ _____

Estimated hours used in this pricing schedule are for solicitation purposes only and are used to ensure fairness in the bidding process. Actual hours used for additional services may be more or less than noted in this Pricing Schedule. Approved additional services shall be invoiced at the awarded rate under the contract. Title/Job Descriptions as annotated below are typical for the services provided. The offeror may write in a different title but must not change the estimated hours.

Relocation Management Services Hourly Rates for Additional Services				
CLIN	Title/Job Description	Estimated Project Hours	Hourly Rate	Total Cost
0004	Relocation Coordinator	2400		
0005	Compliance and Reporting	2400		
0006	Subcontractor Services Coordinator	2400		
0007	Auditor	2400		

Total Relocation Management Cost by Hourly Rates for Additional Services

(CLINS 0004 through 0007)

\$ _____

Estimated Travel Cost:

Estimated travel expenses used in this pricing schedule are for solicitation purposes only and is used to ensure fairness in the bidding process. Approved travel shall be invoiced at cost.

Reimbursement for travel costs will be in accordance with NRHA’s travel policy which is to reimburse meals and incidentals and lodging based on the Federal Government’s per diem rates.

Item	Estimated Cost
Transportation (most economic – example only)	\$1500.00



Attachment D – Section 3 Documents



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:



Contractor's List of Current Employees

	Name	Job Title
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Contractor Signature: _____

Date: _____



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? <input type="checkbox"/> YES <input type="checkbox"/> 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 Housing and Community Development Employer Certification Form	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736A OMB Approval Number 2501-0041 (Exp. 03/31/2028)
--	---	---

(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, Office of the Chief Data Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 41768210, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker and Targeted Section 3 worker, if an employee of a Section 3 Business Concern. To qualify as a Targeted Section 3 worker, an employer can confirm that the employee lives within the service area or neighborhood of the project.

Please provide the following information about the business/employer:

Name of Business: _____

Street Address _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

Please Provide the following information about the worker/employee:

Printed Name of Worker: _____

Street Address (Not a PO Box) Apt# City State Zip

Phone #: _____ Email: _____

Please indicate which of the following is true for the worker listed above: (Select all that apply)

<input type="checkbox"/> Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis*	Income limit
<input type="checkbox"/> Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)	\$XX,XXX
<input type="checkbox"/> Worker's residence is within the service area or neighborhood of the project	

*Currently or at the time of hire if hired within the past 5 years.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, correct, and accurate and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 1014; 31 U.S.C. §3729, 3802)

Signature

Date

FY 2026 Income Limits Summary

FY 2026 Income Limit Area	Median Family Income	FY 2026 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Virginia Beach-Norfolk-Newport News, VA-NC HUD Metro FMR Area	\$107,700	Very Low (50%) Income Limits (\$)	37,700	43,100	48,500	53,850	58,200	62,500	66,800	71,100
		Extremely Low Income Limits (\$)*	22,650	25,850	29,100	33,000	38,680	44,360	50,040	55,720
		Low (80%) Income Limits (\$)	60,350	68,950	77,550	86,150	93,050	99,950	106,850	113,750

NOTE: Norfolk city is part of the **Virginia Beach-Norfolk-Newport News, VA-NC HUD Metro FMR Area**, so all information presented here applies to all of the Virginia Beach-Norfolk-Newport News, VA-NC HUD Metro FMR Area. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Virginia Beach-Norfolk-Newport News, VA-NC HUD Metro FMR Area**.

The **Virginia Beach-Norfolk-Newport News, VA-NC HUD Metro FMR Area** contains the following areas: Currituck County, NC; Chesapeake city, VA; Gloucester County, VA; Hampton city, VA; Isle of Wight County, VA; James City County, VA; Mathews County, VA; Newport News city, VA; Norfolk city, VA; Poquoson city, VA; Portsmouth city, VA; Suffolk city, VA; Virginia Beach city, VA; Williamsburg city, VA; York County, VA.

What Projects or Contracts Does Section 3 Apply to?

Housing and Community Development Financial Assistance

Section 3 applies to housing construction, housing rehab and public infrastructure projects that receive more than \$200,000 in HUD assistance. Section 3 also applies to projects that include Lead Hazard Control and Healthy Homes assistance that exceeds \$100,000.

Public Housing Financial Assistance

Section 3 applies to any amount of assistance for development, operations and management, mixed-finance development projects, and in some cases, Rental Assistance Demonstration (RAD) and Choice Neighborhoods projects.

What Are the Goals of Section 3?

Section 3 has goals that recipients, subrecipients, contractors and subcontractors must meet. The goals are as follows:

Housing and Community Development Financial Assistance

- 25% or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers and 5% or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

Public Housing Financial Assistance

- 25% or more of the total number of labor hours worked by all workers in a PHA's fiscal year are Section 3 workers and 5% or more of the total number of labor hours worked by all workers in a PHA's fiscal year are Targeted Section 3 workers.

What Happens if the Section 3 Goals Are Not Met?

Recipients must report qualitative nature of Section 3 compliance efforts and the efforts of its contractors and subcontractors.

How Can I Find Section 3 Opportunities in My Area?

Contact your local and state government and public housing authority to learn more about employment, training and contracting opportunities that may be available to you in your community.

How Can I Learn More About Section 3?

Visit the following websites:

- <http://www.hud.gov/section3>
- <http://www.hudexchange.info/programs/section-3/>

Want to learn more about YouthBuild?

- <http://www.dol.gov/agencies/eta/youth/youthbuild>



SECTION 3

for Workers and Businesses

Learn about employment, training and contracting opportunities that can be available to you under Section 3.

What Is Section 3 and Why Does It Matter?

- Every year the Department of Housing and Urban Development (HUD) invests billions of federal dollars into distressed communities across the country for projects that provide **access to safe and affordable housing and improve public infrastructure**.
- These funds are passed down to public housing agencies, local and state governments or other recipients through grants or financial assistance.
- The financial assistance can be used to **maintain and build affordable housing and improve public infrastructure** in your community.
- **Employment, training and contracting** opportunities that result from the covered projects or contracts must be directed to persons who are low-income (**Section 3 workers**) and businesses that are owned by or employ persons who are low-income (**Section 3 businesses**) to help build economic wealth.
- Best efforts should be made to direct economic opportunities to persons and businesses in the **order of priority** outlined in the final rule requirements.

Who Is Responsible for Providing Access to Economic Opportunities?

- Recipients and subrecipients of HUD assistance
- Contractors and subcontractors working on certain HUD-assisted projects or contracts

How Can Contractors Help PHAs and Grantees Meet the Section 3 Goals?

Contractors can help PHAs and grantees meet the Section 3 goals by being a Section 3 business or employing Section 3 workers. Some grantees or PHAs may offer incentives to businesses that can demonstrate how they will meet the Section 3 goals.

What Is a Section 3 Worker?

A **Section 3 Worker** is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories as documented:

- Person who is low-income
- Employed by a Section 3 business concern
- YouthBuild participant

What Is a Targeted Section 3 Worker?

A **Targeted Section 3 Worker** is a Section 3 worker who is **employed by a Section 3 business concern** or is a worker that currently fits or when hired fit at least **one** of the following categories as documented within the past five years:

Housing and Community Development Financial Assistance

- Lives within the neighborhood of the project
- YouthBuild participant

Public Housing Financial Assistance

- Resident of public housing or Section 8-assisted housing
- Resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance
- YouthBuild participant



What Is a Section 3 Business Concern?

A business that meets at least **one** of the following categories, within the last six-month period:

- At least 51% owned and controlled by persons who are low-income
- At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing
- Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers





Attachment E – Certifications and Representations of Offerors

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)



Attachment F – Form W9

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 ▶
------------------	----------------------------	--------

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 G – Non-Collusion Affidavit

AFFIDAVIT

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____ County/City of _____.

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of _____ the bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and 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 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 Housing 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: _____
(Print or Type)

TITLE: _____
(Signature)

Date _____

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

My commission expires _____

**Attachment H – HUD Form 5370C – Section 1 - General Conditions for
Non-Construction Contracts**

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

-
- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
-

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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