



**NEWPORT NEWS REDEVELOPMENT
AND HOUSING AUTHORITY
227 27TH STREET
NEWPORT NEWS VA 23607**

1. Amendment Number 02 of Solicitation Number: RFP #PMOR-04-26: 04-10-26.
2. Issued by: Monique Warren
3. The above numbered solicitation is amended as set forth below. Responders must acknowledge receipt of this amendment by signing this form below and submitting it with their response.

4. Description of amendment:

- A. Proposal Preparation, References and Fee Schedule (see revised RFP #PMOR-04-26).

Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

Acknowledged by: _____
Contractor



Monique Warren, Procurement Manager



Newport News Redevelopment & Housing Authority
Division of Purchasing
227 – 27th Street • P.O. Box 797
Newport News, VA 23607
Phone: (757) 928-2623 Fax: (757) 247-6535
www.nnrha.com

REQUEST FOR PROPOSAL

RFP #PMOR-04-26

**Pre-Management &
Occupancy Review (PRE-MOR)**

Issue Date: March 13, 2026
Closing Date: April 10, 2026

Monique Warren
Procurement Manager



Newport News Redevelopment and Housing Authority
Division of Purchasing
227 27th Street P.O. Box 797
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Phone: (757) 928-2623 Fax: (757) 245-2144
<http://www.nnrha.com>

Request for Proposal
RFP# PMOR-04-26

Pre-Management & Occupancy Review (PRE-MOR)
Newport News, VA 23607
Bid Due: April 10, 2026 @ 2:00 PM

Sealed bids, subject to the conditions and instructions contained herein, will be received at the above office until the date and hour shown (local prevailing time) and then publicly opened, for furnishing the described equipment, materials, and/or services, for delivery and/or performance F.O.B. Newport News, VA. **Bids received in the issuing office after the date and time may not be considered.** NNRHA is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-authority mail system. **It is the sole responsibility of the bidder to ensure that its bid reaches the issuing office by the designated date and hour.** The official time used in the receipt of bids is that time on the automatic time stamp machine or other documentary evidence of receipt in the issuing office.

All requests for interpretation of specifications shall be by written request, sent via facsimile to (757) 245-2144 or emailed to mwarren@nnrha.org. Any changes to this document will be issued as addenda and will be on file in the Division of Purchasing until bids are opened. All such addenda will become part of the contract and all offerors will be bound by such addenda, whether or not received by the bidder. This form must be signed, as well as subsequent addenda, and all pages returned in a sealed envelope. All signatures must be original and not photocopies. **Written questions must be submitted ten (10) days prior to the closing date of the bid; last day for written questions is March 31, 2026 @ 4:00 p.m.**

PLEASE NOTE: The Wilbern Building is closed daily between the hours of 12:00 noon to 1:00 p.m.

In compliance with this Invitation for Bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within ninety (90) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies they have read, understands, and agrees to all terms, conditions, and requirements of the bid, and is authorized to contract on behalf of firm named below.

Company Name: _____ Federal Tax ID: _____
Address: _____ City/State/Zip: _____
Telephone: _____ Fax Number: _____ Email: _____
Print Name: _____ Title: _____
Signature: _____ Date: _____

I. Purpose

The purpose of this Request for Qualifications and Proposals (RFP) is to solicit proposals from qualified professionals ("Respondents") to conduct a Pre-Management and Occupancy Review (PRE-MOR) as outlined in the Scope of Services (Section III). This review will focus on six RAD Project-Based Rental Assistance (PBRA) developments managed by the Newport News Redevelopment and Housing Authority, encompassing a total of 498 units.

The objectives of the review are to:

- 1. Identify compliance gaps that may exist before an official audit by HUD or the Contract Administrator (CA).*
- 2. Assist the authority in implementing necessary measures to ensure satisfactory operations of its RAD PBRA developments.*
- 3. Assess and highlight the fiscal viability of each development.*

II. Background

The Authority which operates under Title 36 of the Code of Virginia and is governed by a Board of Commissioners appointed by the Newport News City Council. An Executive Director, appointed and retained by the Board, oversees the day-to-day operations of the Authority. NNRHA administers a number of public and subsidized housing programs throughout the City of Newport News. NNRHA operates under a number of Contribution Contracts with the United States Department of Housing and Urban Development (HUD). The majority of the Authority revenue is derived from dwelling unit rentals and federal subsidies/grants. NNRHA currently owns and operates approximately 799 conventional public housing units distributed throughout twelve different communities, administers 3,080 Housing Choice Vouchers and the Community Development Block Grant, the Home Investment Partnership and the Emergency Shelter Grant under a contract with the City of Newport News. In addition to being governed by the State and local law, much of NNRHA's activity is governed by regulations of the U.S. Department of Housing and Urban Development (HUD). NNRHA currently has two approved Title 36 (Code of Virginia) redevelopment plans.

III. Scope of Services

The successful Respondent(s) shall conduct an on-site Pre-Management and Occupancy Review (PRE-MOR) of each Development.

- **PRE-MOR**
 - Perform all components of a Management & Occupancy Review (PRE-MOR), including HUD-required Financial Management/Procurement review, **with the exception of monitoring the corrective actions.**
- **Review of Agency or Property-Level Compliance Documents**
 - Tenant Selection Plans (TSP)
 - Financial Management Policies
 - Wait Lists
 - House Rules
 - File Checklists
- **OCAF Rent and Utility Allowance (UA) Adjustment Processing**
 - Completion and submission of HUD-9625- OCAF Rent Adjustment Worksheet
 - Completion and submission of either the baseline or factor-based UA analysis, including draft of any applicable tenant notices.
 - This service does not include obtaining any required tenant utility histories.
 - Assists with any request for an Alternative Operating Cost Factor (AOCF)
- **Voucher Processing**
 - Submission Assistance

- TRACS Error Resolution
- Rehab Assistance Payments (RAP)
- Gross Rent Change (GRC) processing
- Special Claims (see below)
- **Special Claims Policies, Procedures and Processing**
 - Review any existing Special Claims Policies, inclusive of:
 - Vacancies
 - Damages
 - Unpaid Rent
 - Develop either revised or new policies to address each type of Special Claim
 - Provide staff training on new/revised policies, including step-by-step procedure manuals
 - Assist in processing claims
- **Review of Tenant Account Receivables (TAR) and Guidance for Processing Retroactive Recertifications**
 - Review applicable documents (tenant notices, etc.) to identify possible candidates for retroactive recertifications
 - Develop procedure for processing retroactive recertifications
 - Provide staff training on new policy, including step-by-step procedure manual
 - Assist in the initial processing of a designated number of retroactive recertifications
 - Review vouchers which include adjustments for retroactive recertifications
 - Verify compliance with HUD regulations and requirements, regarding occupancy issues (e.g., resident eligibility and selection, examination and reexamination of family income and assets, household characteristics), and verify that correct documentation is contained in each resident file to support claims for payment under the HAP Contract. Use the following resident file random sampling:

Development Name	Number of Units	# of Tenant Files
BRIGHTON APTS & OYSTER POINT	200	12
CYPRESS TERRACE	85	9
NEW LASSITER COURTS	100	10
SPRATLEY HOUSE	50	5
ORCUTT TOWNHOMES	40	5
ORCUTT TOWNHOMES III	30	5

If the Successful Respondent's review of the sample indicates a problem, the Successful Respondent must tell the owner to conduct a 20% review of the files and report the results of the review to Successful Respondent. The Successful Respondent must test the review done by the owner to determine its reliability and accuracy.

IV. Minimum Qualifications

The Respondent must:

1. If the Respondent is a corporate entity, it must either be organized under the laws of the State of Virginia or it must be authorized to do business within the State of Virginia prior to submitting any Proposal to NNRHA. Out-of-State Respondents may submit a Proposal prior to obtaining authorization to do business in Virginia, but must register prior to doing business in Virginia if selected pursuant to this RFP

2. Have the ability to write a report that, at a minimum, clearly shows the methodology used to arrive at any findings and recommendations of corrective actions in a clear and actionable format. (Refer to attachment B as a sample report, but refer to Section III of this RFP for actual Scope of Services)
3. Have the staffing capacity to perform the Scope of Work within the stated deadline for work completion.
4. Not have any violations of record with the U.S. Department of Housing and Urban Development ("HUD") or any other state housing finance agency.
5. Have substantial knowledge and experience with the Low-Income Housing Tax Credit and U.S. Department of Housing and Urban Development programs.

V. Proposal Preparation & Submission

A. General Requirements

In order to be considered for selection, offerers must submit a complete response to this RFP. Submittal packages must be identified as follows: firms' name, address, submittal date and RFP number. All copies shall be bound and marked as follows: one (1) original so marked and five (5) copies so marked.

- The "Fee Schedule" shall be submitted in a separate sealed envelope. Marked as Fee Schedule. The envelope will not be opened until negotiations begin for the top-ranked offeror deemed to be the best qualified.
- Proposals shall be signed by an authorized representative of the offerer. All information requested must be submitted, Failure to submit all information requested may result in NNRHA requiring prompt submission of the missing information and/or the proposal may be given a lowered evaluation. Proposals which are substantially incomplete or lack key information may be rejected by NNRHA. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- Proposals should be prepared simply and economically providing straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- The profile of past performance shall not include performance older than five (5) years. Any past performance submitted that is older than five years will not be counted as experience.
- Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents which cross references the RFP requirements, Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- Ownership of all data, material, and documentation originated and prepared for NNRHA pursuant to the RFP shall belong exclusively to NNRHA 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.

Note: Any changes to this RFP will be posted on our website, It is the sole responsibility of the offeror to check for any amendments to this solicitation.

B. Mandatory Proposal Sections

- Cover Letter
- Certification Letter
- Proposed Plan for Providing PRE-MOR Review Services
- Details proposed
- Qualifications and Experience
- References
- Proposal of Terms, Conditions and Other Requirements

C. Details of Proposal

Respondents must provide clear and complete responses to each of the following points. Brevity and clarity of responses will be appreciated.

1. Profile of the Respondent. Describe your firm and its areas of expertise. State whether your firm is local, regional or national. (Smaller firms and WBE/MBE firms are encouraged to respond to this RFP.) Give the location of the office from which the work is to be performed, and the number of partners, managers, supervisors, and other professional staff employed at that office. Describe how your firm meets the minimum qualifications listed in Section IV of this RFP.
2. Contact Person and Staffing. Provide the name, address, phone number, fax number and email address of the primary contact person of the Respondent. Identify the key personnel to each supervisory person to be assigned to the appraisal should be included, and specific experience should be indicated. The resumes may be included as an appendix. Describe your policy regarding notification of changes in key engagement personnel and expectations regarding staff continuity.
3. Organizational Overview and Documentation. Provide an overview of the Respondent business entity, including legal structure, full legal name, and state of organization. Provide documentation on Respondent business entity including organizational documents, federal employer identification number and evidence of Respondent good standing with the State. If Respondent is a certified MBE/WBE, provide copies of documentation establishing certification as an MBE/WBE. If Respondent is not a certified MBE/WBE, provide information regarding the percentage of the Respondent organization owned by women and/or minorities and also provide information regarding the percentage of persons employed by the Respondent organization that are women and/or minorities.
4. Proposed Fees. Provide the fees proposed by Respondent to perform the Scope of Work. Please provide detailed information regarding fees or costs that would be expected to be paid by NNRHA. Information that must be provided includes the total aggregate cost of all labor, workspace, equipment, hardware, supplies, travel, expenses and any other costs associated with performing the Scope of Work hereunder.
5. Scope of Services. Respondents must describe how it will fulfill requirements and expectations set forth in the Scope of Services, including the processes and procedures it will use to accomplish all tasks required under this RFP. The responses should be as detailed as possible in addressing how all services are provided and by whom. A timeline for completion of major tasks should be included. The timeline must include the date by which Respondent proposes to be fully operational and capable of beginning the Scope of Work including dates for initial consultation and including the date for

commencement of conducting PRE-MORs.

6. NNRHA Experience. Describe the Respondent's historical experience in working with NNRHA, including descriptions of work previously performed for NNRHA.

7. Related Qualifications, Knowledge and Experience. Describe the Respondent's experience working with other agencies such as public housing authorities, state, or federal governmental entities in carrying out tasks similar in nature for U.S. Department of Housing and Urban Development, including, but not limited to conducting MORs and/or PRE-MORs as requested under this RFP.

8. References. Provide names, contact person(s) and phone numbers for any governmental entity or client reference which PRE-MORs have been conducted within the past five (5) years (2020-2025). Minimum of five (5) references.

9. Litigation and Regulatory Issues. Respondent must disclose a brief description of any alleged conflicts of interest, regulatory proceedings, mediation, arbitration, or litigation currently pending or resolved within the last three (3) years.

10. Other Information. Detail and discuss any other information not specifically covered or Requested by this RFP which Respondent requests NNRHA's consideration of their Proposal.

D. Structure of Proposal

Each Respondent is required to submit a complete Proposal and attest to the accuracy and completeness of its Proposal(s). In all respects, the Respondent must comply with the instructions, formats and stipulations of this RFP including proper submission, proper format, meeting deadlines, inclusion and presentation of pricing information, and the terms and conditions of the proposed Final Contract.

Each proposal must include a letter ("Certification Letter") signed and authorized by an authorized representative of the Respondent certifying that:

1. The person executing the letter is authorized to execute the Proposal and the Final Contract, on behalf of the Respondent; and
2. The Proposal is a firm offer which will remain valid for a minimum period of one hundred twenty (120) days; and
3. All information in the Proposal is true and correct to the best of his or her knowledge; and
4. No owner, principal or employee of the Respondent gave or will give anything of monetary value including a promise of future employment to an NNRHA employee or Commissioner, or a relative of an NNRHA employee or Commissioner, in an attempt to influence any decision to award a Final Contract or to influence the decision to modify or negotiate any term contained in any such Final Contract; and
5. No elected or appointed official or employee is financially interested, directly or indirectly, in the performance of the Scope of Work; and
6. Respondent will fully comply with the provisions of Attachment B number 15 addressing Conflicts of Interests; and
7. Respondent will fully comply with the provisions addressing Campaign Finance Disclosure Laws

VI. Evaluation & Selection Process

Each Proposal will be evaluated on a variety of factors, including, but not limited to, the following (in

no particular order):

1. Experience and expertise of the Respondent and the specific personnel to be assigned to conducting a MOR and/or PRE-MOR;
2. Relevant experience conducting MOR and/or PRE-MORs;
3. Feedback obtained from references;
4. NNRHA prior experience, if any, in working with the Respondent and any other factors the NNRHA believes would be in its best interest to consider;
5. Respondents ability and willingness to carry out the full Scope of Work and demonstrated understanding of the work requirements;
6. Demonstrated understanding of the requirements of the RFP in order to present work product of excellent quality in the desired timeframe;
7. Respondents proposed fees and charges for performing the full Scope of Work;
8. Respondent's rationale as to why the Respondent should be selected;
9. Respondents inclusion of the participation of minorities and women, including Respondent's employees and/or any participation with one or more MBE/WBR's; and
10. Overall level of professionalism displayed in the Respondent's Proposal.

A. Evaluation Criteria:

The evaluation panel will use the following rating criteria to evaluate each of the required elements specified in the proposal.

1. Qualifications and Experience of Firm (TAB A):

Demonstrate the firm's comprehensive understanding and qualifications for completing the necessary work, evidence of the firm's ability to perform this type of work and any record of past experience which includes similar projects or issues relative to municipal, governmental, redevelopment and housing authorities or other political entities. Profile of the firm's principles, staff and facilities. Demonstrate experience in matters relating to Title 36, HUD programs to include the Public Housing Program, the Housing Choice Voucher Program and the Community Development Block Grant Program, the Home Program and low and moderate income developmental issues. The firm must have a minimum of five (5) years of experience providing the requested service. **(45 Points)**

2. Qualifications and Experience of Key Personnel (TAB B):

Identify the individual(s) that will be assigned to this project, their qualifications, training and resumes. Be specific as to the level and depth of their experience with local governments and Public Housing Authorities, particularly as it relates to the scope of services. **(25 Points)**

3. Approach and General Understanding (TAB C):

Provide your general understanding of services required, your approach to transitioning into the work and any value-added components that your firm can offer. **(25 Points)**

4. References (TAB D):

List the most significant engagements (minimum of 5) performed in the last five years that are most similar to our requirements in size and scope. Indicate the scope of work, date, engagement partners and the contact information. **(5 Points)**

The responses and qualifications of the Respondents submitting proposals will be reviewed by the PRE-MOR Committee. At the conclusion of discussions, NNRHA shall select in order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. It is possible that several of the Respondents may be invited to make presentations to the Committee. Negotiations shall then be conducted with the offeror ranked first. If a contract satisfactory and advantageous can be negotiated at a price considered fair and reasonable the award shall be made to the offeror. Otherwise, negotiations with the offeror ranked first shall be formerly terminated and negotiations with the offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price.

ATTACHMENT A

TERMS AND CONDITIONS

1. **ADMINISTRATIVE APPEAL PROCEDURES:** NNRHA has established an administrative procedure for hearing protests of a decision to award, or an award, appeals from refusals to allow withdrawal of bids or proposals, appeals from disqualifications and determinations of non-responsibility, and appeals from decisions on disputes arising during the performance of the contract. Administrative appeals procedures can be obtained through the Division of Purchasing. If the dispute is regarding the contract, the Contractor shall proceed diligently with performance, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Procurement Officer or the Contracting Officer.

A protest of a decision to award or an award shall be submitted within ten (10) days after the award or the announcement of the decision to award, whichever occurs first. An appeal from refusal to allow withdrawal of a solicitation shall be submitted within ten (10) days after receipt of the decision. An appeal from a determination of non-responsibility shall be submitted within ten (10) days after receipt of the decision. An appeal from a decision resulting from a contract dispute shall be submitted within sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence of the work upon which the claim is based.

Contractors are prohibited from placing a lien on NNRHA's property. This prohibition shall apply to all Subcontractors.

2. **ADVERTISEMENT:** It is understood and agreed that, in the event a contract is awarded for the services included in this solicitation, no indications of such services to NNRHA will be used in any way in product literature or advertising without written approval of NNRHA except for bibliographical and curriculum vitae purposes and when required in response to a request for solicitation by a prospective client.
3. **ANTI-DISCRIMINATION AND A DRUG FREE WORKPLACE:** By submitting their bids or proposals, bidders or offerors certify to NNRHA that they will conform to the provisions of the Federal Civil Rights Act of 1964, the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, The Americans with Disabilities Act and 2.2-4311 and 2.2-4312 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

In every contract over \$10,000 the following provisions apply. (1) During the performance of this contract, the Contractor agrees to: (a) Not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide

occupational qualification reasonably necessary to the normal operation of the Contractor. (b) Provide a drug-free workplace for the Contractor's employees. (c) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition. (d) In all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer and maintains a drug-free workplace. (e) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. (2) The Contractor will include the provisions above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each Subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

4. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to NNRHA 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 under said contract.
5. **APPLICABLE LAW AND COURTS:** This solicitation and any contract resulting from this solicitation 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 Newport News, VA. The Contractor shall comply with all applicable federal, state, local laws and regulations. The Contractor shall procure any permits and licenses required for its business as the services to be provided by it hereunder.
6. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspect that asbestos is present; the Contractor shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
7. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of NNRHA.
8. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited, whichever is sooner. The agency, its authorized agents, and/or state and federal auditors shall have full access to and the right to examine any of said materials during said period.

9. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that NNRHA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
10. **AWARD OF CONTRACT**: Formal and informal bids and proposals will be awarded to the lowest responsible and responsive bidder(s) or most suitable offeror. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of NNRHA, and the delivery terms will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding of the contract. NNRHA is not liable for any cost incurred by the Contractor prior to issuance of a contract.

NNRHA also reserves the right to make multiple awards, by line item, lot, award based on overall lowest pricing, cancel or reject any or all bids or proposals, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of NNRHA to be in its best interest. Nothing herein shall bind NNRHA to purchase any services or specified quantity of an item/product. Be it further understood that NNRHA shall not be obligated to purchase or pay for any services or product listed unless and until officially ordered and received by NNRHA. NNRHA also reserves the right not to award a contract pursuant to this solicitation.

11. **BID/OFFER ACCEPTANCE PERIOD**: Any bid or offer in response to a solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the bid or offer may be withdrawn at the written request of the Bidder or Offeror. If the bid or offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
12. **CANCELLATION OF CONTRACT**: NNRHA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
13. **CHANGES TO THE CONTRACT**: The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. However, the terms and conditions of the contract will not change.

NNRHA may order changes within the general scope of the contract at any time by written notice to the Contractor. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the NNRHA and the Contractor, shall be incorporated in writing with a modification to the contract.

Contractor shall not perform any work that would result in exceeding the dollar limitation of this contract and/or purchase order without first supplying a quotation and obtaining written approval from the Division of Procurement.

14. **CLEAN AIR AND WATER EPS, ENERGY EFFICIENCY (APPLICABLE TO CONTRACTS IN EXCESS OF \$100,000)**: The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, EPA regulations (40 CFR Part 15) and Energy

Policy and Conservation Act (Pub. L. 94-163).

15. **CONFLICT OF INTEREST:** The Contractor warrants that he has fully complied with the State and Local Government Conflict of Interests Act (Section 2.1-639.1 et seq. of the Code of Virginia), The Virginia Governmental Frauds Act (Section 18.2-498.1 et seq.), Articles 2 and 3 of Chapter 10 (Crimes Against the Administration of Justice) of Title 18.2, and article 4 (Ethics in Public Contracting) of the Public Procurement Act (section 11-72 et seq.).

16. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of this solicitation, the signed bid or proposal submitted by the Contractor, the notice of award, purchase order, the general and special terms and conditions, and specifications with drawings, if any, including all addenda or modifications thereof, all which shall be referred to collectively as the Contract Documents.

17. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) AS NNRHA'S AGENT:**

NNRHA will provide the Contractor the name of the designated representative(s) to administer this contract with the following responsibilities:

- A. Coordinating with the Contractor when services are needed and when they will begin.
- B. Day-to-day coordination of this service and assurance that services are delivered in accordance with the contract terms and conditions and purchase order.
- C. Promptly address problems or deviations from contract requirements or terms and conditions. If the problems or contract deviations continue, forward written vendor complaint, including recommended solutions, to the Procurement Officer so that adequate corrective action can be taken.
- D. Assurance that the contract dollar amount or terms and conditions are not exceeded, increased, decreased or modified in anyway without prior authorization from the Procurement Officer. If a modification or revision is required, supply the Procurement Officer with an approved change order request.
- E. After completion, promptly sign and date documents indicating the work has been completed and accepted.
- F. Complete and submit periodic evaluations of Contractor performance to the Procurement Officer.

18. **CONTRACTOR PERSONNEL:** The Contractor represents that it will secure, at its own expense, all personnel necessary to perform the required services hereunder. Such personnel shall not be employees of NNRHA nor shall they have any contractual relationship with NNRHA. All commitments made by the Contractor in the bid or proposal with respect to (i) the Contractor's qualifications and its satisfaction of mandatory requirements in the IFB or RFP and (ii) the number and qualifications of its personnel to be assigned to this Contract, shall be incorporated herein by this reference.

All the required services will be performed by the Contractor or under its supervision, and all personnel employed by the Contractor shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services. The Contractor shall not reassign any personnel specifically

designated in the Bid or Proposal to perform services under this Contract without NNRHA's prior approval. The Contractor certifies that it will comply with NNRHA's request for the reassignment of any employee performing the required services hereunder when NNRHA determines, in its reasonable opinion that such employee is not suited to work on this Contract. Evidence of qualifications shall be made available to NNRHA upon request.

19. **CONTRACTOR REGISTRATION:** For construction contracts involving removal, repair or improvement of a building or other real property the following license is required.

Class A Contractors License: when the total value of a single contract or project is \$120,000.00 or more, or is \$750,000.00 or more over a 12 month period. The qualified individual identified for this license must have at least 5 years of experience.

Class B Contractors License: when the total value of a single contract or project is \$10,000.00 or more, but less than \$120,000.00, or is \$150,000.00 or more, but less than \$750,000.00 over a 12 month period. The qualified individual identified for this license must have at least 3 years of experience.

Class C Contractors License: when the total value of a single contract or project is over \$1,000.00 but no more than \$10,000.00, or is no more than \$150,000.00 over a 12 month period. The qualified individual identified for this license must have at least 2 years of experience.

Specialty designations beyond general contracting might include Plumbing or HVAC and will require further licensure.

The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing, heating, ventilation and air conditioning contractors.

Indicate what type of Contractor's license you hold and your Specialty.

Licensed Class A Virginia Contractor No _____ Specialty _____

Licensed Class B Virginia Contractor No _____ Specialty _____

Licensed Class C Virginia Contractor No _____ Specialty _____

If the bidder or offeror shall fail to provide this information in the bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide their Contractor license number in writing when requested to do so before or after the opening of bids/proposals, they shall be deemed to be in violation of 54.1-1115 of the Code of Virginia (1950), as amended, and the bid/proposal will not be considered.

If the bidder fails to obtain the required license prior to submission of their bid, the bid shall not be considered.

20. **COPYRIGHT/PATENTS:** The Contractor guarantees to defend and save NNRHA, its agents and employees, harmless from liability, loss, damage and expense including reasonable counsel fees, resulting from any actual or claimed trademark, copyright, composition, secret process, patented or unpatented invention infringement, or any litigation based thereon, with respect to any part of the goods or services covered by this order.
21. **DEBARMENT/ SUSPENDED STATUS:** By submitting their response, bidders/offerors certifies, to the best of it's knowledge that they are not currently debarred or suspended by NNRHA, the Commonwealth of Virginia or the Federal Government from submitting offers or proposals on contracts of the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred or suspended.
22. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, NNRHA, after oral and written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which NNRHA, state and federal laws have in place.
23. **EQUAL OPPORTUNITY FOR BUSINESS AND UNEMPLOYED AND UNDEREMPLOYED PERSONS (HUD ACT OF 1968, SECTION 3):**

In accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u, the Contractor shall, to the maximum extent practicable:

- (A) Provide training and employment opportunities to the unemployed and underemployed residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; and
- (B) Award contracts for work in connection with the project to business concerns, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan County as the project.

The Contractor shall insert or cause to be inserted this same provision in each subcontract.

24. **ETHICS IN PUBLIC CONTRACTING:** By signing their response, bidders/offerors certify that their bid/offer is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bids, 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. NNRHA may recover the value of anything conveyed in violation of this subsection. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
25. **FACSIMILE SOLICITATIONS/REVISIONS**
- A. **Unsealed Bids/Unsealed Proposals and their Revisions:** May be accepted when using small purchase procedures. Facsimile bids, proposals and revisions to these must be completely received

in the Purchasing Division prior to the date and time specified for receipt. The original copy of the facsimile transmission may be requested, if requested, must be received within five (5) business days. The Procurement Officer will designate the timing device used to document the receipt of bids; time printed on the top of the facsimile copy will not govern the time of receipt.

B. Sealed Bids/Sealed Proposals/Revisions: Will be accepted from a third party or an agent of the bidder, provided that the bids are submitted in a sealed envelope prior to the date and time specified for receipt. NNRHA staff shall not be considered as a third party. The bidder/offeror is responsible for arranging the third party involvement and for faxing the complete bid to the third party, not just a summary or the cover sheet. The original bid and addenda may be requested and, if requested, must be received within five (5) business days. The Procurement Officer will designate the timing device used to document the receipt of bids or proposals. Additionally, vendors may appear at the offices of 227 27th Street with proper company and personal identification to make revisions. All revisions must be initialed by the person making the change. Bid must be returned to the Purchasing Division prior to due date and time to be considered. NNRHA will not accept revisions written on the outside of the sealed envelope.

26. INDEMNIFICATION: The Contractor, its heirs, legal representatives, next of kin, successors and assigns agrees to indemnify, defend and hold harmless NNRHA, its members, Commissioners, officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor, any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of NNRHA or to failure of NNRHA to use the materials goods, or equipment in the manner already and permanently described by the Contractor.

27. IDENTIFICATION OF BID/PROPOSAL/MODIFICATION: Submittal package will be sealed and identified as follows:

From: _____

Name of Bidder/Offeror

Due Date & Time

Bidder/Offeror Address

Solicitation No. & Solicitation Title

Attn: Procurement Officer

28. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, bidders/offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
29. **INSURANCE:** By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The Contractor will have five (5) working days, upon notice of intent to award, to supply the Certificate of Insurance. The Bidder/Offeror further certifies that the Contractor and any Subcontractors will maintain this insurance coverage 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. The Contractor's insurance company will supply a Certificate of Insurance listing the below required limits and the Certificate of Insurance shall name NNRHA as an additional insured
- A. Minimum Insurance Coverages and Limits Required For Most Contracts:
- B. Worker's Compensation – The Contractor shall also obtain and maintain worker's compensation insurance as required by statutory requirements and benefits, and in such policy limits as mandated, by the State and shall require any Subcontractor engaged by the Contractor to satisfy such requirement as well. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify NNRHA of increases in the number of employees that change their worker's compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- C. Automobile Liability (minimum) – \$500,000 combined single limit.
- D. Commercial General Liability (minimum) – \$1,000,000 per occurrence, \$2,000,000 aggregate, including \$50,000 for fire damage. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. NNRHA must be named as an additional insured and so endorsed on the policy.
- E. The Contractor shall indemnify, hold harmless and defend NNRHA, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, and damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:
- 1) the provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by the Contractor or its agents, servants or employees;
 - 2) any conduct or misconduct of the Contractor or its agents, servants or employees not included in subparagraph (1) hereof and for which, its agents, servants or employees are alleged to be liable;
 - 3) the negligence or other actionable fault of any Subcontractors engaged by the Contractor; or

- 4) claims, suits, actions or proceedings of whatsoever nature that are brought by the Contractor's employees, candidates for employment and statutory employees, as determined under the State worker's compensation laws.

If insurance is due to expire or renew during any contract period, it is the responsibility of the Contractor (including Subcontractors, as applicable) to furnish and assure that NNRHA, Division of Purchasing is in receipt of a current insurance certificate noting evidence of coverage. Expired insurance coverage during the course of any contract can be cause for immediate termination of all work, removal from NNRHA properties and cancellation of all contracts. Newport News Redevelopment & Housing Authority, P.O. Box 797, Newport News, VA 23607, will be named as additional insured on the certification with respect to the services being procured.

If the Contractor fails to supply the Procurement Officer the required certificate, the intent to award will be cancelled. Please see additional insurance requirements on HUD Form 5370 pertaining to builders risk insurance.

30. **INTEREST OF MEMBERS OF CONGRESS:** No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise there from.

31. **INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES:** No member, officer, or employee of NNRHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which NNRHA 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.

32. **LIMITATIONS ON PAYMENTS MADE TO INFLUENCE CERTAIN FEDERAL FINANCIAL TRANSACTIONS:**

- A. The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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, or the modification of any Federal contract, grant, loan, or cooperative agreement.
- B. The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) 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 in connection with a Federal contract, grant, loan, or cooperative agreement.
- C. 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 clause.

33. **MANDATORY USE OF NNRHA FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/offer on the official NNRHA forms provided for that purpose may be a cause for rejection of the bid/offer. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid/offer; however, NNRHA reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a solicitation.
34. **MINORITY BUSINESS PARTICIPATION:** The Contractor shall use its best efforts to comply with the commitment it has made in the Bid/Offer relative to the participation of businesses primarily (at least 51%) owned by minorities, women or public housing residents or small businesses (collectively, 'Disadvantaged Business Enterprises') in the performance of this Contract. By executing this Contract, the Contractor accepts the right of NNRHA to appoint an employee to monitor the Contractor's compliance with the commitments and requirements of this paragraph. The Contractor agrees to promptly submit reports to NNRHA on request detailing the level of participation by Disadvantaged Business Enterprises in this Contract. NNRHA shall have the right to review all relevant documents of the Contractor relating to the participation of Disadvantaged Business Enterprises in this Contract on an ongoing basis. NNRHA reserves the right to evaluate the Contractor's performance with regard to the commitments and requirements of this paragraph on an annual basis.

The Contractor shall take the following steps to assure that, whenever possible, subcontracts are awarded to minority firms, women's business enterprises, and labor area firms:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses and women business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- D. Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- E. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and Local governmental small business agencies.

When such business has been subcontracted to these firms and upon completion of the contract; the Contractor agrees to furnish the purchasing office the following information: Name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.

35. **MULTIPLE CONTRACTORS ON SITE:** NNRHA reserves the right to let other contracts in connection with this project or any other project. Contractors are expected to allow opportunity for the introduction of materials and the performance and the coordination of work with each other. If work by the other Contractor impacts your work according to plans and specifications, it is the Contractor's responsibility to notify NNRHA COTR or Procurement Officer immediately.
36. **NO WAIVER:** No failure or delay by a party to insist on the strict performance of any term of this Contract, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Contract nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver or termination is sought. No waiver of any breach shall affect or alter this contract, but each and every term of this Contract shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. The remedies provided in this Contract are cumulative and not exclusive of the remedies provided by law or in equity.
37. **NOTICES:**
- A. Any notice, instruction, request or demand required to be given or made to the Contractor hereunder shall be deemed to be duly and properly given or made if delivered or mailed, postage pre-paid, to the Contractor.
 - B. Any notice, request, information, or documents required to be given or delivered hereunder by the Contractor to NNRHA or to any of its representatives, unless stated otherwise in this Contract, shall be signed or approved in writing by the Contractor, and shall be sufficiently given or delivered if mailed, certified or registered, postage prepaid to:

Newport News Redevelopment & Housing Authority
Division of Purchasing
227 - 27th Street
Newport News, VA 23607
ATTN: Procurement Officer

Or to such representative or address as may designate in writing to the Contractor.

38. **OBLIGATION OF BIDDER/OFFEROR:** By submitting a bid/offer, the bidder/offeror agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation. He will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
39. **ORDERING:** Any supplies and services to be furnished under this contract may be ordered by issuance of delivery orders by the individuals or activities designated in the solicitation. Such orders may be issued from the date of award through the expiration or termination of this contract. All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall prevail.

40. **PAYMENT:** The prime Contractor is to submit invoices for services rendered directly to P.O. Box 797, Newport News, VA 23607. All invoices shall refer to the contract and/or purchase order number; social security (for individual Contractors) on the federal employer identification number (for proprietorships, partnerships, and corporations). Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or acceptance, whichever occurs last. However, this shall not affect discounts for payment in less than 30 days. All goods and services provided under this contract/purchase order, which will be paid for with public funds, shall be billed by the Contractor at the contract prices, to include, itemization of charges. Contract will be performance based and fees will not be paid until the service or supplies, as defined in the response to these contract documents have been provided and accepted in the manner specified.

The following shall be deemed to be the date of payment after receipt of invoice: 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.

A. Unreasonable Charges

Upon determining that invoiced charges are not reasonable, the NNRHA shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable, and the basis for the determination. 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. A Contractor may not institute legal action unless a settlement cannot be reached within thirty days of notification. The provisions of this section do not relieve NNRHA of its prompt payment obligations with respect to those charges, which are not in dispute (Code of Virginia § 2.2-4352).

B. Delays in Payment

NNRHA will make payment upon satisfactory completion, within thirty days. If work is not to the satisfaction of the COTR, the COTR will contact the Contractor to remedy the situation. Contractor will advise the COTR, in writing, of day and time task will be completed. If a new schedule is approved by COTR, and if the task is not completed within that time frame, NNRHA may proceed with default procedures. Reasons for not accepting Contractors work, and delaying payments, may include but are not limited to:

1. Submitting invoice without final inspection approval by COTR.
2. Incorrect Invoice, (i.e.) not billing according to the purchase order or contract.
3. Creating safety hazards.
4. Contractor failing to communicate completion of work.

41. **PERFORMANCE AND PAYMENT BONDS:** The successful bidder/offeror shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the NNRHA as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia and acceptable to HUD and the Authority. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office prior to or at the time of award. When the value of work for a General Contractor exceeds \$50,000.00 during the contract period (this includes initial award and all subsequent renewals), the General Contractor shall provide the Agency these bonds.
42. **PRIME CONTRACTORS RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all Subcontractors that he may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of Subcontractors and of persons employed by them as he is for the acts and omissions of his own employees. The Contractor shall be responsible for maintaining satisfactory standards of employee's competency conduct courtesy, appearance, honesty, and integrity and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. Additionally, the prime Contractor shall:
- A. Ascertain that all services and work will be performed in a professional workman-like manner acceptable to NNRHA and consistent with accepted professional standards. If the Contractor or their staff is other than professional with residents or NNRHA staff, the Contractor may be found in default of this contract.
 - B. Insert appropriate clauses in all subcontracts to bind Subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of Subcontractors.
 - C. Within seven (7) days after receipt of amounts paid to the Contractor for services rendered by the subcontract either:
 - 1. Pay the Subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the Subcontractor under the contract; or
 - 2. Notify the agency and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.
 - D. Pay interest on all amounts owed to Subcontractor that remain unpaid after seven days following receipt of payment by the agency, except for amounts withheld as allowed in 'C-2' above. "Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month." A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amounts for reimbursement for the interest charge. Your obligation to pay interest to a Subcontractor shall not be construed to be an obligation of NNRHA.
 - E. Provide your social security number and if a proprietorship, partnership or corporation provide your federal employee identification number, space provided on cover sheet of this package.
 - F. Include in each of its subcontracts a provision requiring all Subcontractors to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor.

- G. Not purchase any materials or supplies pertaining to this contract that is subject to any chattel mortgage or under conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment. This clause also pertains to all Subcontractors participating in this contract.
- H. Repair, to NNRHA satisfaction, any damage, including damage to finished surfaces, resulting from the performance of this contract.

43. **PROTECTION OF PERSON AND PROPERTY:**

- A. The Contractor expressly undertakes both directly and through its Subcontractors, to take every precaution at all times for the protection of persons and property, including NNRHA's employees and property. The Contractor shall make good any such damage injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of NNRHA. The Contractor shall adequately protect adjacent property as provided by law and the Contract documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the contract documents.
- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and in accordance with all State and Federal regulations.
- C. In an emergency affecting the safety of the work, life of individuals or the adjoining property, the Contractor shall act immediately without special instruction or authorization from NNRHA. Should the Contractor, in order to prevent threatened loss or injury, be instructed or authorized to act by NNRHA, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in this document or negotiated between both parties.

44. **PROTECTION OF TRADE SECRETS AND OTHER INFORMATION:** By submitting data required by this solicitation, the Contractor may (A) clearly mark any portions, which in their option, are trade secrets or commercial or financial information and (B) submit such marked material separately from other material required to be submitted and is in accordance with Code of Virginia 3.1-249.68.

45. **PUBLIC NOTICE OF AWARDS:** Award or decision to award, utilizing competitive sealed bidding or competitive negotiations will be posted on a public bulletin board located at 227 27th Street and displayed on the electronic bulletin board accessible via modem, or home page, on the World Wide Web at www.nnrha.com. Sole source and emergency procurements, not utilizing competitive sealed bidding or competitive negotiations, will also be posted.

46. **QUALIFICATIONS OF BIDDERS/OFFERORS:** NNRHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidders/offerors to perform the services, furnish the goods or services and the bidders/offerors shall furnish to NNRHA all such information and data for this purpose as may be requested. NNRHA reserves the right to inspect bidders/offerors physical facilities prior to award to satisfy questions regarding the bidders/offerors capabilities. NNRHA further reserves the right to reject any bid/offer if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy NNRHA that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or goods

contemplated therein.

47. **SAFETY STANDARDS:** All personnel shall, at all times, wear approved clothing, hard hats, safety vest, and any other equipment required to meet OSHA standards. They will obey all safety rules and regulations and will not create hazardous conditions within the operation. The Contractor must meet motor carrier safety regulations (Federal and State), as applicable. It is the Contractor's responsibility to ensure the OSHA regulations are met in all applicable areas for all exposures encountered during the term of the contract.
48. **SUSPENSION OF WORK:**
- A. The Procurement Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the NNRHA.
 - B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Procurement Officer in the administration of this contract, or (2) by the Procurement Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
 - C. A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.
49. **TAX EXEMPT:** NNRHA is exempt from the payment of any Virginia Sales Tax, State sales and use tax certificates of exemption. Form ST-12 will be issued upon request. When performance involves a service, the Contractor shall be responsible to pay a Virginia Sales Tax on materials consumed in performance of the service.

50. **TERMINATION FOR CONVENIENCE OF NNRHA:**

A. NNRHA may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractors shall immediately cease work and remove from the project site all of its labor forces and such of its materials as NNRHA elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as required by owner to assign to the owner the Contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction; the Contractor shall receive as full compensation for termination and assignment of the following:

1. All amounts then otherwise due under the terms of the contract,
2. Amount due for work performed subsequent to the latest request for payment through the date of termination.
3. Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment for the foregoing, owner shall have no further obligations to the Contractor of any nature.
4. All claims associated with this termination must be submitted with in one (1) year after the effective date of the termination.

B. In no event shall termination for the convenience of the owner terminate the obligations of the Contractor's surety on its payment and performance bonds.

51. **TERMINATION FOR DEFAULT:** NNRHA may terminate this contract at any time, for the Contractor's failure to perform their contractual obligations and may procure the articles or services from other sources and hold the defaulting contractor responsible for any resulting costs. NNRHA is not liable for Contractor's cost on undelivered work and may be entitled to the repayment of progress payments. All claims associated with this termination must be submitted with in one (1) year after the effective date of the termination.

52. **TESTING AND INSPECTION:** NNRHA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Rejected supplies will be returned at the vendor's expense. The vendor, at no cost, shall replace materials and components that have been rejected by NNRHA.

53. **TRANSPORTATION AND PACKAGING:** By submitting their bids/offerors, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

54. **USE OF PREMISES AND REMOVAL OF DEBRIS:**

- A. The Contractor expressly undertakes, either directly or through its Subcontractor:
1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.
 2. To maintain its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of NNRHA or any other Contractor.
 3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
 4. To effect all cutting, filling or patching of its work required to make the same conform to the solicitations plans and specifications, and except with the consent of the Project Inspector, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or excavation.
 5. To clean up frequently all refuse, rubbish, scrap materials and debris caused by its operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
 6. The Contractor shall clean-up, move all refuse, rubbish surplus and scrap material and debris resulting from his operation at the end of each workday and after completion of all work. All material removed as part of clean up shall be completely removed from the properties.
 7. NNRHA does not take responsibility for storing, securing or loss of the Contractor's apparatus, materials, supplies, equipment, or personal items.

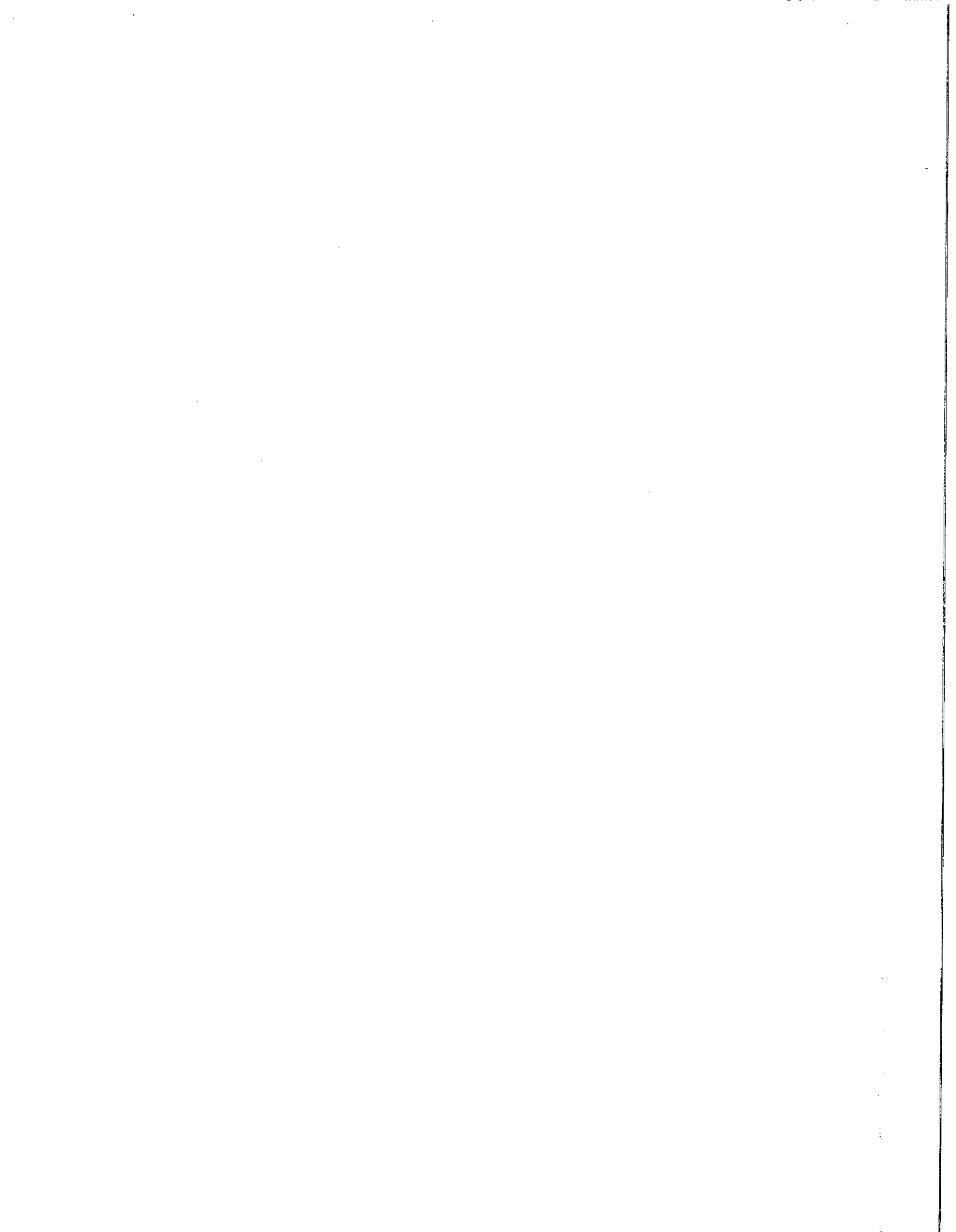
55. **WITHDRAWAL OF BID DUE TO ERROR:**

- A. If a bid contains both clerical and judgment mistakes, a bidder may withdraw the bid from consideration if the price would have been substantially lower than the other bid due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. A bid may be withdrawn from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgement mistake and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can clearly be shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

- B. The Contractor shall give notice in writing to Procurement Officer, Division of Purchasing, of their claim of right to withdraw their bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials may be considered as trade secrets or proprietary information subject to the conditions of subsection F of 2.2-4342. Section 2.2-4330 Code of Virginia.
- C. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or another bidder in which the ownership of the withdrawing bidder is more than five percent.
- D. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- E. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- F. If NNRHA denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing within 5 business days stating the reason for its decision and award the contract to such bidder at the bid prices(s), provided such bidder is a responsive and responsible bidder. At the same time the notice is provided, NNRHA shall return all work papers and copies thereof that have been submitted by the bidder.

56. **WORK HOURS AND PROCEDURES:**

- A. Normal work hours for NNRHA are from 8:00a.m. to 5:00p.m., Monday through Friday, except holidays. All services shall be performed during normal work hours, unless prior approval from the COTR, or their designated personnel.
- B. Contractor(s) shall coordinate before commencing work specific day(s) and the approximate times of day service will be conducted.
- C. Due to weather or any other delays, Contractor shall advise COTR of alternate date(s) of service and time immediately, prior to service.



ATTACHMENT A

TERMS AND CONDITIONS

1. **ADMINISTRATIVE APPEAL PROCEDURES:** NNRHA has established an administrative procedure for hearing protests of a decision to award, or an award, appeals from refusals to allow withdrawal of bids or proposals, appeals from disqualifications and determinations of non-responsibility, and appeals from decisions on disputes arising during the performance of the contract. Administrative appeals procedures can be obtained through the Division of Purchasing. If the dispute is regarding the contract, the Contractor shall proceed diligently with performance, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Procurement Officer or the Contracting Officer.

A protest of a decision to award or an award shall be submitted within ten (10) days after the award or the announcement of the decision to award, whichever occurs first. An appeal from refusal to allow withdrawal of a solicitation shall be submitted within ten (10) days after receipt of the decision. An appeal from a determination of non-responsibility shall be submitted within ten (10) days after receipt of the decision. An appeal from a decision resulting from a contract dispute shall be submitted within sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence of the work upon which the claim is based.

Contractors are prohibited from placing a lien on NNRHA's property. This prohibition shall apply to all Subcontractors.

2. **ADVERTISEMENT:** It is understood and agreed that, in the event a contract is awarded for the services included in this solicitation, no indications of such services to NNRHA will be used in any way in product literature or advertising without written approval of NNRHA except for bibliographical and curriculum vitae purposes and when required in response to a request for solicitation by a prospective client.
3. **ANTI-DISCRIMINATION AND A DRUG FREE WORKPLACE:** By submitting their bids or proposals, bidders or offerors certify to NNRHA that they will conform to the provisions of the Federal Civil Rights Act of 1964, the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, The Americans with Disabilities Act and 2.2-4311 and 2.2-4312 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

In every contract over \$10,000 the following provisions apply. (1) During the performance of this contract, the Contractor agrees to: (a) Not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide

occupational qualification reasonably necessary to the normal operation of the Contractor. (b) Provide a drug-free workplace for the Contractor's employees. (c) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition. (d) In all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer and maintains a drug-free workplace. (e) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. (2) The Contractor will include the provisions above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each Subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

4. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to NNRHA 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 under said contract.
5. **APPLICABLE LAW AND COURTS:** This solicitation and any contract resulting from this solicitation 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 Newport News, VA. The Contractor shall comply with all applicable federal, state, local laws and regulations. The Contractor shall procure any permits and licenses required for its business as the services to be provided by it hereunder.
6. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspect that asbestos is present; the Contractor shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
7. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of NNRHA.
8. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited, whichever is sooner. The agency, its authorized agents, and/or state and federal auditors shall have full access to and the right to examine any of said materials during said period.

9. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that NNRHA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
10. **AWARD OF CONTRACT:** Formal and informal bids and proposals will be awarded to the lowest responsible and responsive bidder(s) or most suitable offeror. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of NNRHA, and the delivery terms will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding of the contract. NNRHA is not liable for any cost incurred by the Contractor prior to issuance of a contract.

NNRHA also reserves the right to make multiple awards, by line item, lot, award based on overall lowest pricing, cancel or reject any or all bids or proposals, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of NNRHA to be in its best interest. Nothing herein shall bind NNRHA to purchase any services or specified quantity of an item/product. Be it further understood that NNRHA shall not be obligated to purchase or pay for any services or product listed unless and until officially ordered and received by NNRHA. NNRHA also reserves the right not to award a contract pursuant to this solicitation.

11. **BID/OFFER ACCEPTANCE PERIOD:** Any bid or offer in response to a solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the bid or offer may be withdrawn at the written request of the Bidder or Offeror. If the bid or offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
12. **CANCELLATION OF CONTRACT:** NNRHA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
13. **CHANGES TO THE CONTRACT:** The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. However, the terms and conditions of the contract will not change.

NNRHA may order changes within the general scope of the contract at any time by written notice to the Contractor. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the NNRHA and the Contractor, shall be incorporated in writing with a modification to the contract.

Contractor shall not perform any work that would result in exceeding the dollar limitation of this contract and/or purchase order without first supplying a quotation and obtaining written approval from the Division of Procurement.

14. **CLEAN AIR AND WATER EPS, ENERGY EFFICIENCY (APPLICABLE TO CONTRACTS IN EXCESS OF \$100,000):** The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, EPA regulations (40 CFR Part 15) and Energy

Policy and Conservation Act (Pub. L. 94-163).

15. **CONFLICT OF INTEREST:** The Contractor warrants that he has fully complied with the State and Local Government Conflict of Interests Act (Section 2.1-639.1 et seq. of the Code of Virginia), The Virginia Governmental Frauds Act (Section 18.2-498.1 et seq.), Articles 2 and 3 of Chapter 10 (Crimes Against the Administration of Justice) of Title 18.2, and article 4 (Ethics in Public Contracting) of the Public Procurement Act (section 11-72 et seq.).
16. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of this solicitation, the signed bid or proposal submitted by the Contractor, the notice of award, purchase order, the general and special terms and conditions, and specifications with drawings, if any, including all addenda or modifications thereof, all which shall be referred to collectively as the Contract Documents.
17. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) AS NNRHA'S AGENT:**

NNRHA will provide the Contractor the name of the designated representative(s) to administer this contract with the following responsibilities:

- A. Coordinating with the Contractor when services are needed and when they will begin.
 - B. Day-to-day coordination of this service and assurance that services are delivered in accordance with the contract terms and conditions and purchase order.
 - C. Promptly address problems or deviations from contract requirements or terms and conditions. If the problems or contract deviations continue, forward written vendor complaint, including recommended solutions, to the Procurement Officer so that adequate corrective action can be taken.
 - D. Assurance that the contract dollar amount or terms and conditions are not exceeded, increased, decreased or modified in anyway without prior authorization from the Procurement Officer. If a modification or revision is required, supply the Procurement Officer with an approved change order request.
 - E. After completion, promptly sign and date documents indicating the work has been completed and accepted.
 - F. Complete and submit periodic evaluations of Contractor performance to the Procurement Officer.
18. **CONTRACTOR PERSONNEL:** The Contractor represents that it will secure, at its own expense, all personnel necessary to perform the required services hereunder. Such personnel shall not be employees of NNRHA nor shall they have any contractual relationship with NNRHA. All commitments made by the Contractor in the bid or proposal with respect to (i) the Contractor's qualifications and its satisfaction of mandatory requirements in the IFB or RFP and (ii) the number and qualifications of its personnel to be assigned to this Contract, shall be incorporated herein by this reference.

All the required services will be performed by the Contractor or under its supervision, and all personnel employed by the Contractor shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services. The Contractor shall not reassign any personnel specifically

designated in the Bid or Proposal to perform services under this Contract without NNRHA's prior approval. The Contractor certifies that it will comply with NNRHA's request for the reassignment of any employee performing the required services hereunder when NNRHA determines, in its reasonable opinion that such employee is not suited to work on this Contract. Evidence of qualifications shall be made available to NNRHA upon request.

19. **CONTRACTOR REGISTRATION**: For construction contracts involving removal, repair or improvement of a building or other real property the following license is required.

Class A Contractors License: when the total value of a single contract or project is \$120,000.00 or more, or is \$750,000.00 or more over a 12 month period. The qualified individual identified for this license must have at least 5 years of experience.

Class B Contractors License: when the total value of a single contract or project is \$10,000.00 or more, but less than \$120,000.00, or is \$150,000.00 or more, but less than \$750,000.00 over a 12 month period. The qualified individual identified for this license must have at least 3 years of experience.

Class C Contractors License: when the total value of a single contract or project is over \$1,000.00 but no more than \$10,000.00, or is no more than \$150,000.00 over a 12 month period. The qualified individual identified for this license must have at least 2 years of experience.

Specialty designations beyond general contracting might include Plumbing or HVAC and will require further licensure.

The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing, heating, ventilation and air conditioning contractors.

Indicate what type of Contractor's license you hold and your Specialty.

Licensed Class A Virginia Contractor No _____ Specialty _____

Licensed Class B Virginia Contractor No _____ Specialty _____

Licensed Class C Virginia Contractor No _____ Specialty _____

If the bidder or offeror shall fail to provide this information in the bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide their Contractor license number in writing when requested to do so before or after the opening of bids/proposals, they shall be deemed to be in violation of 54.1-1115 of the Code of Virginia (1950), as amended, and the bid/proposal will not be considered.

If the bidder fails to obtain the required license prior to submission of their bid, the bid shall not be considered.

20. **COPYRIGHT/PATENTS:** The Contractor guarantees to defend and save NNRHA, its agents and employees, harmless from liability, loss, damage and expense including reasonable counsel fees, resulting from any actual or claimed trademark, copyright, composition, secret process, patented or unpatented invention infringement, or any litigation based thereon, with respect to any part of the goods or services covered by this order.
21. **DEBARMENT/ SUSPENDED STATUS:** By submitting their response, bidders/offerors certifies, to the best of it's knowledge that they are not currently debarred or suspended by NNRHA, the Commonwealth of Virginia or the Federal Government from submitting offers or proposals on contracts of the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred or suspended.
22. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, NNRHA, after oral and written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which NNRHA, state and federal laws have in place.
23. **EQUAL OPPORTUNITY FOR BUSINESS AND UNEMPLOYED AND UNDEREMPLOYED PERSONS (HUD ACT OF 1968, SECTION 3):**

In accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u, the Contractor shall, to the maximum extent practicable:

- (A) Provide training and employment opportunities to the unemployed and underemployed residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; and
- (B) Award contracts for work in connection with the project to business concerns, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan County as the project.

The Contractor shall insert or cause to be inserted this same provision in each subcontract.

24. **ETHICS IN PUBLIC CONTRACTING:** By signing their response, bidders/offerors certify that their bid/offer is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bids, 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. NNRHA may recover the value of anything conveyed in violation of this subsection. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
25. **FACSIMILE SOLICITATIONS/REVISIONS**
- A. **Unsealed Bids/Unsealed Proposals and their Revisions:** May be accepted when using small purchase procedures. Facsimile bids, proposals and revisions to these must be completely received

in the Purchasing Division prior to the date and time specified for receipt. The original copy of the facsimile transmission may be requested, if requested, must be received within five (5) business days. The Procurement Officer will designate the timing device used to document the receipt of bids; time printed on the top of the facsimile copy will not govern the time of receipt.

B. **Sealed Bids/Sealed Proposals/Revisions:** Will be accepted from a third party or an agent of the bidder, provided that the bids are submitted in a sealed envelope prior to the date and time specified for receipt. NNRHA staff shall not be considered as a third party. The bidder/offeror is responsible for arranging the third party involvement and for faxing the complete bid to the third party, not just a summary or the cover sheet. The original bid and addenda may be requested and, if requested, must be received within five (5) business days. The Procurement Officer will designate the timing device used to document the receipt of bids or proposals. Additionally, vendors may appear at the offices of 227 27th Street with proper company and personal identification to make revisions. All revisions must be initialed by the person making the change. Bid must be returned to the Purchasing Division prior to due date and time to be considered. NNRHA will not accept revisions written on the outside of the sealed envelope.

26. **INDEMNIFICATION:** The Contractor, its heirs, legal representatives, next of kin, successors and assigns agrees to indemnify, defend and hold harmless NNRHA, its members, Commissioners, officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor, any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of NNRHA or to failure of NNRHA to use the materials goods, or equipment in the manner already and permanently described by the Contractor.

27. **IDENTIFICATION OF BID/PROPOSAL/MODIFICATION:** Submittal package will be sealed and identified as follows:

From: _____

Name of Bidder/Offeror

Due Date & Time

Bidder/Offeror Address

Solicitation No. & Solicitation Title

Attn: Procurement Officer

28. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, bidders/offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
29. **INSURANCE:** By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The Contractor will have five (5) working days, upon notice of intent to award, to supply the Certificate of Insurance. The Bidder/Offeror further certifies that the Contractor and any Subcontractors will maintain this insurance coverage 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. The Contractor's insurance company will supply a Certificate of Insurance listing the below required limits and the Certificate of Insurance shall name NNRHA as an additional insured
- A. Minimum Insurance Coverages and Limits Required For Most Contracts:
- B. Worker's Compensation – The Contractor shall also obtain and maintain worker's compensation insurance as required by statutory requirements and benefits, and in such policy limits as mandated, by the State and shall require any Subcontractor engaged by the Contractor to satisfy such requirement as well. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify NNRHA of increases in the number of employees that change their worker's compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- C. Automobile Liability (minimum) – \$500,000 combined single limit.
- D. Commercial General Liability (minimum) – \$1,000,000 per occurrence, \$2,000,000 aggregate, including \$50,000 for fire damage. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. NNRHA must be named as an additional insured and so endorsed on the policy.
- E. The Contractor shall indemnify, hold harmless and defend NNRHA, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, and damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:
- 1) the provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by the Contractor or its agents, servants or employees;
 - 2) any conduct or misconduct of the Contractor or its agents, servants or employees not included in subparagraph (1) hereof and for which, its agents, servants or employees are alleged to be liable;
 - 3) the negligence or other actionable fault of any Subcontractors engaged by the Contractor; or

- 4) claims, suits, actions or proceedings of whatsoever nature that are brought by the Contractor's employees, candidates for employment and statutory employees, as determined under the State worker's compensation laws.

If insurance is due to expire or renew during any contract period, it is the responsibility of the Contractor (including Subcontractors, as applicable) to furnish and assure that NNRHA, Division of Purchasing is in receipt of a current insurance certificate noting evidence of coverage. Expired insurance coverage during the course of any contract can be cause for immediate termination of all work, removal from NNRHA properties and cancellation of all contracts. Newport News Redevelopment & Housing Authority, P.O. Box 797, Newport News, VA 23607, will be named as additional insured on the certification with respect to the services being procured.

If the Contractor fails to supply the Procurement Officer the required certificate, the intent to award will be cancelled. Please see additional insurance requirements on HUD Form 5370 pertaining to builders risk insurance.

30. **INTEREST OF MEMBERS OF CONGRESS:** No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise there from.
31. **INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES:** No member, officer, or employee of NNRHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which NNRHA 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.
32. **LIMITATIONS ON PAYMENTS MADE TO INFLUENCE CERTAIN FEDERAL FINANCIAL TRANSACTIONS:**
 - A. The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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, or the modification of any Federal contract, grant, loan, or cooperative agreement.
 - B. The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) 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 in connection with a Federal contract, grant, loan, or cooperative agreement.
 - C. 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 clause.

33. **MANDATORY USE OF NNRHA FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/offer on the official NNRHA forms provided for that purpose may be a cause for rejection of the bid/offer. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid/offer; however, NNRHA reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a solicitation.
34. **MINORITY BUSINESS PARTICIPATION:** The Contractor shall use its best efforts to comply with the commitment it has made in the Bid/Offer relative to the participation of businesses primarily (at least 51%) owned by minorities, women or public housing residents or small businesses (collectively, 'Disadvantaged Business Enterprises') in the performance of this Contract. By executing this Contract, the Contractor accepts the right of NNRHA to appoint an employee to monitor the Contractor's compliance with the commitments and requirements of this paragraph. The Contractor agrees to promptly submit reports to NNRHA on request detailing the level of participation by Disadvantaged Business Enterprises in this Contract. NNRHA shall have the right to review all relevant documents of the Contractor relating to the participation of Disadvantaged Business Enterprises in this Contract on an ongoing basis. NNRHA reserves the right to evaluate the Contractor's performance with regard to the commitments and requirements of this paragraph on an annual basis.

The Contractor shall take the following steps to assure that, whenever possible, subcontracts are awarded to minority firms, women's business enterprises, and labor area firms:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses and women business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- D. Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- E. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and Local governmental small business agencies.

When such business has been subcontracted to these firms and upon completion of the contract; the Contractor agrees to furnish the purchasing office the following information: Name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.

35. **MULTIPLE CONTRACTORS ON SITE:** NNRHA reserves the right to let other contracts in connection with this project or any other project. Contractors are expected to allow opportunity for the introduction of materials and the performance and the coordination of work with each other. If work by the other Contractor impacts your work according to plans and specifications, it is the Contractor's responsibility to notify NNRHA COTR or Procurement Officer immediately.
36. **NO WAIVER:** No failure or delay by a party to insist on the strict performance of any term of this Contract, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Contract nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver or termination is sought. No waiver of any breach shall affect or alter this contract, but each and every term of this Contract shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. The remedies provided in this Contract are cumulative and not exclusive of the remedies provided by law or in equity.
37. **NOTICES:**
- A. Any notice, instruction, request or demand required to be given or made to the Contractor hereunder shall be deemed to be duly and properly given or made if delivered or mailed, postage pre-paid, to the Contractor.
- B. Any notice, request, information, or documents required to be given or delivered hereunder by the Contractor to NNRHA or to any of its representatives, unless stated otherwise in this Contract, shall be signed or approved in writing by the Contractor, and shall be sufficiently given or delivered if mailed, certified or registered, postage prepaid to:

Newport News Redevelopment & Housing Authority
Division of Purchasing
227 – 27th Street
Newport News, VA 23607
ATTN: Procurement Officer

Or to such representative or address as may designate in writing to the Contractor.

38. **OBLIGATION OF BIDDER/OFFEROR:** By submitting a bid/offer, the bidder/offeror agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation. He will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
39. **ORDERING:** Any supplies and services to be furnished under this contract may be ordered by issuance of delivery orders by the individuals or activities designated in the solicitation. Such orders may be issued from the date of award through the expiration or termination of this contract. All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall prevail.

40. **PAYMENT:** The prime Contractor is to submit invoices for services rendered directly to P.O. Box 797, Newport News, VA 23607. All invoices shall refer to the contract and/or purchase order number; social security (for individual Contractors) on the federal employer identification number (for proprietorships, partnerships, and corporations). Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or acceptance, whichever occurs last. However, this shall not affect discounts for payment in less than 30 days. All goods and services provided under this contract/purchase order, which will be paid for with public funds, shall be billed by the Contractor at the contract prices, to include, itemization of charges. Contract will be performance based and fees will not be paid until the service or supplies, as defined in the response to these contract documents have been provided and accepted in the manner specified.

The following shall be deemed to be the date of payment after receipt of invoice: 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.

A. Unreasonable Charges

Upon determining that invoiced charges are not reasonable, the NNRHA shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable, and the basis for the determination. 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. A Contractor may not institute legal action unless a settlement cannot be reached within thirty days of notification. The provisions of this section do not relieve NNRHA of its prompt payment obligations with respect to those charges, which are not in dispute (Code of Virginia § 2.2-4352).

B. Delays in Payment

NNRHA will make payment upon satisfactory completion, within thirty days. If work is not to the satisfaction of the COTR, the COTR will contact the Contractor to remedy the situation. Contractor will advise the COTR, in writing, of day and time task will be completed. If a new schedule is approved by COTR, and if the task is not completed within that time frame, NNRHA may proceed with default procedures. Reasons for not accepting Contractors work, and delaying payments, may include but are not limited to:

1. Submitting invoice without final inspection approval by COTR.
2. Incorrect Invoice, (i.e.) not billing according to the purchase order or contract.
3. Creating safety hazards.
4. Contractor failing to communicate completion of work.

41. **PERFORMANCE AND PAYMENT BONDS:** The successful bidder/offeror shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the NNRHA as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia and acceptable to HUD and the Authority. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office prior to or at the time of award. When the value of work for a General Contractor exceeds \$50,000.00 during the contract period (this includes initial award and all subsequent renewals), the General Contractor shall provide the Agency these bonds.
42. **PRIME CONTRACTORS RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all Subcontractors that he may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of Subcontractors and of persons employed by them as he is for the acts and omissions of his own employees. The Contractor shall be responsible for maintaining satisfactory standards of employee's competency conduct courtesy, appearance, honesty, and integrity and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. Additionally, the prime Contractor shall:
- A. Ascertain that all services and work will be performed in a professional workman-like manner acceptable to NNRHA and consistent with accepted professional standards. If the Contractor or their staff is other than professional with residents or NNRHA staff, the Contractor may be found in default of this contract.
 - B. Insert appropriate clauses in all subcontracts to bind Subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of Subcontractors.
 - C. Within seven (7) days after receipt of amounts paid to the Contractor for services rendered by the subcontract either:
 - 1. Pay the Subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the Subcontractor under the contract; or
 - 2. Notify the agency and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.
 - D. Pay interest on all amounts owed to Subcontractor that remain unpaid after seven days following receipt of payment by the agency, except for amounts withheld as allowed in 'C-2' above. "Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month." A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amounts for reimbursement for the interest charge. Your obligation to pay interest to a Subcontractor shall not be construed to be an obligation of NNRHA.
 - E. Provide your social security number and if a proprietorship, partnership or corporation provide your federal employee identification number, space provided on cover sheet of this package.
 - F. Include in each of its subcontracts a provision requiring all Subcontractors to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor.

- G. Not purchase any materials or supplies pertaining to this contract that is subject to any chattel mortgage or under conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment. This clause also pertains to all Subcontractors participating in this contract.
- H. Repair, to NNRHA satisfaction, any damage, including damage to finished surfaces, resulting from the performance of this contract.

43. **PROTECTION OF PERSON AND PROPERTY:**

- A. The Contractor expressly undertakes both directly and through its Subcontractors, to take every precaution at all times for the protection of persons and property, including NNRHA's employees and property. The Contractor shall make good any such damage injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of NNRHA. The Contractor shall adequately protect adjacent property as provided by law and the Contract documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the contract documents.
- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and in accordance with all State and Federal regulations.
- C. In an emergency affecting the safety of the work, life of individuals or the adjoining property, the Contractor shall act immediately without special instruction or authorization from NNRHA. Should the Contractor, in order to prevent threatened loss or injury, be instructed or authorized to act by NNRHA, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in this document or negotiated between both parties.

44. **PROTECTION OF TRADE SECRETS AND OTHER INFORMATION:** By submitting data required by this solicitation, the Contractor may (A) clearly mark any portions, which in their option, are trade secrets or commercial or financial information and (B) submit such marked material separately from other material required to be submitted and is in accordance with Code of Virginia 3.1-249.68.

45. **PUBLIC NOTICE OF AWARDS:** Award or decision to award, utilizing competitive sealed bidding or competitive negotiations will be posted on a public bulletin board located at 227 27th Street and displayed on the electronic bulletin board accessible via modem, or home page, on the World Wide Web at www.nnrha.com. Sole source and emergency procurements, not utilizing competitive sealed bidding or competitive negotiations, will also be posted.

46. **QUALIFICATIONS OF BIDDERS/OFFERORS:** NNRHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidders/offerors to perform the services, furnish the goods or services and the bidders/offerors shall furnish to NNRHA all such information and data for this purpose as may be requested. NNRHA reserves the right to inspect bidders/offerors physical facilities prior to award to satisfy questions regarding the bidders/offerors capabilities. NNRHA further reserves the right to reject any bid/offer if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy NNRHA that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or goods

contemplated therein.

47. **SAFETY STANDARDS:** All personnel shall, at all times, wear approved clothing, hard hats, safety vest, and any other equipment required to meet OSHA standards. They will obey all safety rules and regulations and will not create hazardous conditions within the operation. The Contractor must meet motor carrier safety regulations (Federal and State), as applicable. It is the Contractor's responsibility to ensure the OSHA regulations are met in all applicable areas for all exposures encountered during the term of the contract.
48. **SUSPENSION OF WORK:**
- A. The Procurement Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the NNRHA.
 - B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Procurement Officer in the administration of this contract, or (2) by the Procurement Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
 - C. A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.
49. **TAX EXEMPT:** NNRHA is exempt from the payment of any Virginia Sales Tax, State sales and use tax certificates of exemption. Form ST-12 will be issued upon request. When performance involves a service, the Contractor shall be responsible to pay a Virginia Sales Tax on materials consumed in performance of the service.

50. **TERMINATION FOR CONVENIENCE OF NNRHA:**

A. NNRHA may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractors shall immediately cease work and remove from the project site all of its labor forces and such of its materials as NNRHA elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as required by owner to assign to the owner the Contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction; the Contractor shall receive as full compensation for termination and assignment of the following:

1. All amounts then otherwise due under the terms of the contract,
2. Amount due for work performed subsequent to the latest request for payment through the date of termination.
3. Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment for the foregoing, owner shall have no further obligations to the Contractor of any nature.
4. All claims associated with this termination must be submitted with in one (1) year after the effective date of the termination.

B. In no event shall termination for the convenience of the owner terminate the obligations of the Contractor's surety on its payment and performance bonds.

51. **TERMINATION FOR DEFAULT:** NNRHA may terminate this contract at any time, for the Contractor's failure to perform their contractual obligations and may procure the articles or services from other sources and hold the defaulting contractor responsible for any resulting costs. NNRHA is not liable for Contractor's cost on undelivered work and may be entitled to the repayment of progress payments. All claims associated with this termination must be submitted with in one (1) year after the effective date of the termination.

52. **TESTING AND INSPECTION:** NNRHA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Rejected supplies will be returned at the vendor's expense. The vendor, at no cost, shall replace materials and components that have been rejected by NNRHA.

53. **TRANSPORTATION AND PACKAGING:** By submitting their bids/offerors, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

54. USE OF PREMISES AND REMOVAL OF DEBRIS:

- A. The Contractor expressly undertakes, either directly or through its Subcontractor:
1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.
 2. To maintain its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of NNRHA or any other Contractor.
 3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
 4. To effect all cutting, filling or patching of its work required to make the same conform to the solicitations plans and specifications, and except with the consent of the Project Inspector, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or excavation.
 5. To clean up frequently all refuse, rubbish, scrap materials and debris caused by its operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
 6. The Contractor shall clean-up, move all refuse, rubbish surplus and scrap material and debris resulting from his operation at the end of each workday and after completion of all work. All material removed as part of clean up shall be completely removed from the properties.
 7. NNRHA does not take responsibility for storing, securing or loss of the Contractor's apparatus, materials, supplies, equipment, or personal items.

55. WITHDRAWAL OF BID DUE TO ERROR:

- A. If a bid contains both clerical and judgment mistakes, a bidder may withdraw the bid from consideration if the price would have been substantially lower than the other bid due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. A bid may be withdrawn from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgement mistake and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can clearly be shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

- B. The Contractor shall give notice in writing to Procurement Officer, Division of Purchasing, of their claim of right to withdraw their bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials may be considered as trade secrets or proprietary information subject to the conditions of subsection F of 2.2-4342. Section 2.2-4330 Code of Virginia.
- C. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or another bidder in which the ownership of the withdrawing bidder is more than five percent.
- D. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- E. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- F. If NNRHA denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing within 5 business days stating the reason for its decision and award the contract to such bidder at the bid prices(s), provided such bidder is a responsive and responsible bidder. At the same time the notice is provided, NNRHA shall return all work papers and copies thereof that have been submitted by the bidder.

56. **WORK HOURS AND PROCEDURES:**

- A. Normal work hours for NNRHA are from 8:00a.m. to 5:00p.m., Monday through Friday, except holidays. All services shall be performed during normal work hours, unless prior approval from the COTR, or their designated personnel.
- B. Contractor(s) shall coordinate before commencing work specific day(s) and the approximate times of day service will be conducted.
- C. Due to weather or any other delays, Contractor shall advise COTR of alternate date(s) of service and time immediately, prior to service.

ATTACHMENT B

**Management Review for
Multifamily Housing Projects**

 U.S. Department of Housing and Urban Development
Office of Housing – Federal Housing Commissioner

 OMB Approval No. 2502-0178
Exp. 04/30/2018

PURPOSE: To assess management and oversight of multifamily housing projects.

INSTRUCTIONS: This form is to be completed by HUD staff, Performance Based Contract Administrators (PBCA), Traditional Contract Administrators (CAs) and Mortgagees of Coinsured Projects (Mortgagees). The Management Review form consists of three parts: Desk Review, On-site Review with Addenda, and Summary Report. All reviewers of subsidized projects must complete Addenda (A, B, C, & D). Reviewers of unsubsidized projects must complete Addenda B & C only. If any questions on any given form are not relevant to the program under review or if the information is not available, notate with "N/A". FHBO staff provide MFH staff a list of requests for documents and special observations each year. Additional guidance regarding the management process can be found in HUD Handbooks 4350.1, REV-1 and 4566.2.

A. Prior to On-Site Review
Complete Part I – Desk Review

- To complete the Desk Review worksheet prior to the on-site visit, review the project files, system reports, and other documents, and contact the HUD representative for any unavailable information needed to complete the desk review. Fair Housing/Civil Rights review requirements are all in Addendum B. This portion of the review will assist the reviewer in identifying potential problem areas. Owner must complete Addendum B, Part A, and send it to Multifamily Housing. HUD staff must complete the entire Desk Review for subsidized projects. For unsubsidized projects, HUD staff/mortgagees must complete all applicable sections. CAs must complete the entire Desk Review except where noted "This question applies only to HUD Staff/Mortgagees."
- Schedule a date for the on-site review with the owner/agent and confirm the review date in writing. The owner/agent should be given at least a two-week notice in writing and notified of the documents that need to be available the day of the review, as specified in Addendum C. Addendum C provides a list of documents notated by the reviewer that the owner/agent must have available during the on-site review. Addendum C and Part A of Addendum B must be forwarded to the owner/agent with the letter confirming the scheduled on-site review. The reviewer may request additional items as necessary.

B. Conducting the On-Site Review
Complete Part II – On-Site Review

- On-Site Reviews will be completed as follows:
 - (1) HUD staff and Mortgagees must complete all applicable questions in Part II.
 - (2) CAs must complete all questions in Part II except where noted "This question applies only to HUD staff/Mortgagees."
 - (3) HUD staff completing a review of a project which is also reviewed by a CA will only complete questions not applicable to CAs.
- In accordance with Part D, bring back all information requested by FHBO.
- Use additional sheets as necessary to complete applicable questions.
- Upon completion of the on-site review, the reviewer will hold a close-out session with the owner/agent to discuss observations and conclusions.

C. After On-Site Review

- The reviewer will record deficiencies, findings and corrective actions. Findings must include the condition, criteria, cause, effect and required corrective action. The condition describes the problem or deficiency. The criteria should cite the statutory, regulatory or administrative requirements that were not met. The cause explains why the condition occurred. The effect describes what happened because of the condition. The corrective action provides what the owner/agent must do to eliminate the deficiency. The corrective action must include a requirement that the owner determine and correct not only the discovered errors and omissions, but also describe to the reviewer how and what systems, controls, policies and procedures were adjusted or changed to assure that the errors and omissions do not reoccur. In completing the Report of Findings, the reviewer should also indicate the target completion date.
- The reviewer retrieves Addendum B and forwards the completed form to FHBO, along with the approved initial or updated Affirmative Fair Housing Marketing Plans in accordance with "General Operational Procedures for the Civil Rights Front-End and Limited Monitoring Reviews of Subsidized Multifamily Housing Projects", which may be found on FHBO's web site.
- Complete Summary Report as follows:
Based on the Report of Findings, the reviewer will assess the overall performance for each applicable category. The reviewer must indicate A (Acceptable) or C (Corrective action required) and include target completion dates (TCD) for all corrective action items. For those items not applicable, indicate "N/A" in the TCD column.
For each of the seven major categories (A, B, C, D, E, F, and G), rate each category by entering a score between 1 and 100. If a category was not reviewed, enter a score of zero (0). After rating the individual categories, an overall rating must be assessed. This rating will be based upon the ratings assigned in categories A through G. CAs will rate all categories except Category D. Category D is for HUD staff and Mortgagees only. Additional guidance for ratings can be found in HUD Handbook 4350.1, REV-1.
- Distribute the Summary Report and cover letter as follows:
 - (1) Project Owner (original)
 - (2) Management Agent (copy)
 - (3) HUD office for PBCA reviews rated below average or unsatisfactory
 - (4) HUD office for all traditional CA reviews

*A copy of the completed Management Review Report, form HUD-9834 and supporting documents must be maintained in the project file.

- If a below average or unsatisfactory rating is determined, the owner/agent must be afforded an opportunity to appeal. Guidance on appeal procedures is provided in HUD Handbook 4350.1, REV-1.

- All Secure Systems users must document all required data in the Integrated Real Estate Management System (IREMS).

D. Management Review Deficiency Follow up:

- Reviewer must conduct follow-up actively until all corrective actions as required in the Summary Report have been completed. Enter applicable close-out dates in IREMS.
- Housing reviewers will forward all completed FHBO checklists and attachments to FHBO within five (5) business days of their own on-site reviews or within 5 business days of receipt of the checklists from the CA, as applicable. Follow-up instructions may be found on FHBO's web site.

NOTE: The Fair Housing and Equal Opportunity (FHBO) checklist has been included as part of this management review form; however no determination of compliance with applicable Fair Housing laws and regulations is included in the summary report. CAs must forward the original checklist (Addendum B) to HUD staff. HUD staff must maintain the original checklist in the project file and forward a copy to the Office of FHBO in the appropriate jurisdiction for review.

Management Review for Multifamily Housing Projects

U.S. Department of Housing and Urban Development
Office of Housing – Federal Housing Commissioner

OMB Approval No. 2502-0178
Exp. 04/30/2018

Summary

Date of On-Site Review:	Date of Report:	Project Number:	Contract Number:
Section of the Act:	Name of Owner:	Project Name:	Project Address:
Loan Status: <input type="checkbox"/> Insured <input type="checkbox"/> HUD-Held <input type="checkbox"/> Non-Insured <input type="checkbox"/> Co-Insured	Contract Administrator: <input type="checkbox"/> HUD <input type="checkbox"/> CA <input type="checkbox"/> FBCA	Type of Subsidy: <input type="checkbox"/> Section 8 <input type="checkbox"/> PAC <input type="checkbox"/> Section 236 <input type="checkbox"/> Section 221(d)(3) BMR <input type="checkbox"/> Rent Supplement <input type="checkbox"/> RAP <input type="checkbox"/> PRAC <input type="checkbox"/> Unsubsidized	Type of Housing: <input type="checkbox"/> Family <input type="checkbox"/> Disabled <input type="checkbox"/> Elderly <input type="checkbox"/> Elderly/Disabled <input type="checkbox"/> Other (please specify)

For each applicable category, assess the overall performance by checking the appropriate column. Indicate A (Acceptable) or C (Corrective action required). Include target completion dates (TCD) for all corrective action items. For those items not applicable, place N/A in the TCD column.

	A	C	TCD	
A. General Appearance and Security				Enter a score between 1 and 100 for the General Appearance and Security Rating. If this Section was not reviewed, enter 0. ____ is 10% of the overall score. This category is rated
1. General Appearance	<input type="checkbox"/>	<input type="checkbox"/>		
2. Security	<input type="checkbox"/>	<input type="checkbox"/>		
B. Follow-up and Monitoring of Project Inspections	A	C	TCD	Enter a score between 1 and 100 for the Follow-up and Monitoring of Project Inspections Rating. If this Section was not reviewed, enter 0. ____ is 10% of the overall score. This category is rated
3. Follow-Up and Monitoring of Last Physical Inspection and Observations	<input type="checkbox"/>	<input type="checkbox"/>		
4. Follow-Up and Monitoring of Lead-Based Paint Inspection	<input type="checkbox"/>	<input type="checkbox"/>		
C. Maintenance and Standard Operating Procedures	A	C	TCD	Enter a score between 1 and 100 for the Maintenance and Standard Operating Procedures Rating. If this Section was not reviewed, enter 0. ____ is 10% of the overall score. This category is rated
5. Maintenance	<input type="checkbox"/>	<input type="checkbox"/>		
6. Vacancy and Turnover	<input type="checkbox"/>	<input type="checkbox"/>		
7. Energy Conservation	<input type="checkbox"/>	<input type="checkbox"/>		
D. Financial Management/Procurement	A	C	TCD	Enter a score between 1 and 100 for the Financial Management/Procurement Rating. If this Section was not reviewed, enter 0. ____ is 25% of the overall score. This category is rated
8. Budget Management	<input type="checkbox"/>	<input type="checkbox"/>		
9. Cash Controls	<input type="checkbox"/>	<input type="checkbox"/>		
10. Cost Controls	<input type="checkbox"/>	<input type="checkbox"/>		
11. Procurement Controls	<input type="checkbox"/>	<input type="checkbox"/>		
12. Accounts Receivable/Payable	<input type="checkbox"/>	<input type="checkbox"/>		
13. Accounting and Bookkeeping	<input type="checkbox"/>	<input type="checkbox"/>		
E. Leasing and Occupancy	A	C	TCD	Enter a score between 1 and 100 for the Leasing and Occupancy Rating. If this Section was not reviewed, enter 0. ____ is 25% of the overall score. This category is rated
14. Application Processing/Tenant Selection	<input type="checkbox"/>	<input type="checkbox"/>		
15. Leases and Deposits	<input type="checkbox"/>	<input type="checkbox"/>		
16. Eviction/Termination of Assistance Procedures	<input type="checkbox"/>	<input type="checkbox"/>		
17. Enterprise Income Verification (EIV) System Access and Security Compliance	<input type="checkbox"/>	<input type="checkbox"/>		
18. Compliance with Using EIV Data and Reports	<input type="checkbox"/>	<input type="checkbox"/>		
19. Tenant Rental Assistance Certification Systems (TRACS) Monitoring and Compliance	<input type="checkbox"/>	<input type="checkbox"/>		
20. TRACS Security Requirements	<input type="checkbox"/>	<input type="checkbox"/>		
21. Tenant File Security	<input type="checkbox"/>	<input type="checkbox"/>		
22. Summary of Tenant File Review	<input type="checkbox"/>	<input type="checkbox"/>		
F. Tenant/Management Relations	A	C	TCD	Enter a score between 1 and 100 for the Tenant Services Rating. If this Section was not reviewed, enter 0. ____ is 10% of the overall score. This category is rated
23. Tenant Concerns	<input type="checkbox"/>	<input type="checkbox"/>		
24. Provision of Tenant Services	<input type="checkbox"/>	<input type="checkbox"/>		
G. General Management Practices	A	C	TCD	General Management Practices Rating. If this Section was not reviewed, enter 0. ____ is 10% of the overall score. This category is rated
25. General Management Operations	<input type="checkbox"/>	<input type="checkbox"/>		
26. Owner/Agent Participation	<input type="checkbox"/>	<input type="checkbox"/>		
27. Staffing and Personnel Practices	<input type="checkbox"/>	<input type="checkbox"/>		
Overall Rating:	<input type="checkbox"/> Superior <input type="checkbox"/> Above Average <input type="checkbox"/> Satisfactory <input type="checkbox"/> Below Average <input type="checkbox"/> Unsatisfactory ____ Overall Score:			
<p>To calculate an overall score: Multiply the derived performance value by the assigned percentage of the overall rating for each category. Once all tested categories have been calculated based on the performance indicator and performance indicator values, the total calculated points is divided by the total percentage of overall rating and rounded to the nearest whole number. For convenience, a utility is included with this form which will perform all of the necessary calculations.</p>				

Name and Title of Person Preparing this Report: (Please type or print):

Name and Title of Person Approving this Report: (Please type or print):

Signature: _____

Signature: _____

Date: _____

Date: _____

NOTE: If this review is conducted by a CA or FBCA as indicated above, the overall rating reflects a review as it relates to compliance with the Housing Assistance Payment Contract (HAP) only.
 Form HUD-9834 (06/2016)
 Ref. EUD Handbook 4350.1, RBV-1
 and HUD Handbook 4566.2

**Management Review for
Multifamily Housing Projects**

U.S. Department of Housing and Urban Development
Office of Housing – Federal Housing Commissioner

OMB Approval No. 2502-0178
Exp. 04/30/2018

Summary

SUMMARY REPORT – FINDINGS

For each "C" item checked on the summary report, reference the appropriate citing, and target completion date. Findings must include the condition, criteria, cause, effect and required corrective action:

- o The condition describes the problem or deficiency
- o The criteria cites the statutory, regulatory or administrative requirements that were not met
- o The cause explains why the condition occurred
- o The effect describes what happened because of the condition

Corrective actions are required for all findings.

Item Number	Finding	Target Completion Date

**Management Review for
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Part I Desk Review

PART I. DESK REVIEW –The reviewer must complete this section prior to the on-site review using all relevant information in project files and HUD database systems. Questions on the desk review, which include category references, are linked to the on-site review. Category references on the desk review that relate to the on-site review must be considered when determining the category rating. Category references are marked following the applicable question (i.e. B3, B14).

If any questions on any given form are not relevant to the program under review or if the information is not available notate with "N/A".

1. What is the most recent Physical Assessment Subsystem (PASS) score? **B3**

Enter PASS Score _____ Date of REAC inspection _____

If required, has the project filed a certification that all items listed on the previous REAC inspection have been completed?

Yes No

If more than one inspection is of record, does the reviewer note repetitive defects?

Yes No

Comments:

2. Were Exigent Health and Safety (EH&S) conditions cited in the report? **B3**

Yes No N/A

Comments:

3. Have all latent defects been corrected? *This question applies only to newly constructed projects within the last 24 months. This question applies only to HUD Staff and Mortgagees.*

Yes No N/A

If not, list depository and amount of any construction escrows remaining. _____

Comments:

Questions 4 through 6 only apply to subsidized family properties or elderly properties housing children under the age of six that were constructed prior to 1978. If the lead based paint inspection has been conducted and the information was documented on a previous management review, proceed to question 7.

4. Document the year of construction for Lead-Based Paint compliance.

Obtain this information from the Physical Condition/PASS screen in iREMS. Open the REAC Inspection Report, then open the PASS Physical Inspection Report. The year of construction can be found under Buildings/Units.

Date of Construction _____

If construction occurred after 1977, proceed to question 7.

5. Has a lead-based paint inspection been conducted? **4B**

Yes No Information Not Available

Comments:

6. What were the results of the Lead-Based Paint Inspection/Evaluation: **4B**
Was lead found?

Yes No N/A

If yes, is there a HUD approved lead hazard control plan?

Yes No N/A

Comments:

7. Is an Annual Financial Statement required? (If no, proceed to question 10).
This question applies only to HUD Staff.

Yes No

Comments:

8. What was the most recent Financial Assessment Subsystem (PASS) score? _____ Score _____
This question applies only to HUD Staff

If financial reporting is not required, determine why; and record the reason in reviewer comments below.

Comments:

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9. Have the following reports been consistently submitted on a timely basis? (Look at multiple periods) Check the appropriate box for reports received, and indicate whether or not the report was received timely.

This question applies only to HUD Staff and Mortgagees

- Annual Audited Financial Statement Yes No N/A
 Date last report was due: _____
 Date last report received: _____
- Monthly Accounting Report Yes No N/A
- Excess Income Report (HUD-93479, 80, 81) Yes No N/A
- Quarterly performance report for projects on flexible subsidy, modification, workout, etc. Yes No N/A
- Annual operating budget (cooperatives) Yes No N/A

If the reports have been submitted, were they received in acceptable form? Yes No

Comments:

10. Has the owner corrected all findings on HUD financial and or Inspector-General audits? Yes No N/A

This question applies only to HUD Staff and Mortgagees.

List findings outstanding and determine whether remedial action is required to assure correction within established goals:

Comments:

11. Do project operating expenses appear reasonable compared with similar projects? Yes No

This question applies only to HUD Staff. D10

Indicate latest OPIIS rating and check problem areas flagged by OPIIS.

- Administrative Maintenance Utility Taxes and Insurance Financial

Also, use OPIIS to conduct an expense comparison with other similar projects.

Comments:

12. Does annual financial analysis or FASS printouts indicate that project is free of actual or potential financial problems? Yes No

This question applies only to HUD Staff.

For each of last 3 years, enter Profit (Loss) before depreciation (from the Statement of Profit & Loss).

Year	_____	\$ _____
	_____	\$ _____
	_____	\$ _____

Comments:

13. If the owner/agent has taken unauthorized distributions, reimbursements, or supervision fees, have these been repaid? Yes No

This question applies only to HUD Staff and Mortgagees.

If no, indicate amount due to the project. \$ _____

14. If applicable, have all deposits due to the residual receipts fund been made? Yes No

This question applies only to HUD Staff.

Comments:

15. Based on the last FASS submission, are accounts payable reasonably current? Yes No

This question applies only to HUD Staff and Mortgagees. D12

Indicate the amount of accounts payable more than 60 days old \$ _____

Comments:

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16. Does the balance in the security deposit trust account equal or exceed the project's liability account? Yes No
This question applies only to HUD Staff and Mortgagees.

If no, explain how deficit will be funded.

Comments:

17. If security deposits are invested in an interest-bearing account, is interest passed through to tenants or transferred to project account? Yes No
This question applies only to HUD Staff and Mortgagees.

Comments:

18. Have the owner and managing agent executed and submitted an appropriate Management Certification (form HUD-9839A, B, or C) to HUD? Yes No
This question applies only to HUD Staff and Mortgagees.

If yes, please enter date of certification, _____

Determine that the content of certification is consistent with present operations.

Comments:

19. Is the management fee paid to the agent in accordance with the Management Certification? Yes No
This question applies only to HUD Staff and Mortgagees.

Comments:

20. Has the owner and management agent executed a management agreement in accordance with the management certification? Yes No
This question applies only to HUD Staff and Mortgagees.

Comments:

21. Does the management agreement reflect HUD's regulations and guidelines? Yes No N/A
This question applies only to HUD Staff and Mortgagees.

Comments:

22. Has a management entity profile been submitted to HUD? Yes No
This question applies only to HUD Staff and Mortgagees.

If yes, is it relevant to the agent's organization and how it operates? Yes No

Date of the management entity profile _____

23. Do the Management Entity Profile and Management Certifications clearly describe the relationships and responsibilities of the owner and agent? Yes No
This question applies only to HUD Staff and Mortgagees.

Determine if management is by an identity-of-interest contractor, and compare the contract arrangement to the annual financial report.

Comments:

24. Have the principals and board members listed received HUD-2530 approval? Yes No N/A
This question applies only to HUD Staff.

Request a list of all current principals and board members and check for HUD-2530 approval.

Comments:

25. Is the agent charging the project for expenses which the agreement requires the agent to pay? Yes No
This question applies only to HUD Staff and Mortgagees.

Comments:

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Questions 26 –29 apply to OAHF restructuring. If not applicable proceed to question 30.

26. Has the project's mortgage been restructured? Yes No
This question applies only to HUD Staff.

If yes, is there a use agreement on the project? Yes No
If there is a use agreement, does it require any owner certifications? Yes No
If owner certifications are required, have they been submitted timely? Yes No
If applicable, has work required under the Rehabilitation Escrow been/is being completed according to schedule? Yes No

Comments:

27. Is the owner eligible for incentives? Yes No
This question applies only to HUD Staff.

If yes, has the owner calculated those incentives correctly? (i.e., Capital Recovery Fee (CRF) and/or Incentive Performance Fee (IPF)) Yes No

Comments:

28. Does the HUD billing statement (HUD-92771) indicate timely and accurate payments toward the Mortgage Restructuring Note? Yes No
This question applies only to HUD Staff.

Comments:

29. If an owner is in non-compliance with HUD business agreements, has the owner been notified by HUD within the required timeframes? Yes No
This question applies only to HUD Staff.

Comments:

Questions 30 through 33 apply to Section 236 projects. If this is not a Section 236 project proceed to question 34.

30. Does the rental income generate excess income? Yes No N/A
This question applies only to HUD Staff.

Comments:

31. Has the owner/agent received approval to retain excess income? Yes No
This question applies only to HUD Staff. D13

Comments:

32. Was an annual report submitted for usage of retained excess income? Yes No
This question applies only to HUD Staff. D13

Comments:

33. Are there any delinquent excess income payments due HUD? Yes No
This question applies only to HUD Staff. D13

If yes, is there a payment plan? Yes No

Comments:

34. Are rent increase requests submitted to HUD promptly when needed? Yes No
This question applies only to HUD Staff.

Review the timing of the last three rent increase requests and the results of the requests (approval, denial or modification to requested amount), and whether the rents are comparable to other neighboring properties. If a wide disparity exists, determine the cause of the difference. Does owner/agent generally provide sufficient documentation for rent increases? Yes No

Comments:

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35. If approval is required, are rent increase requests submitted promptly? Yes No N/A

Comments:

36. Complete chart below. (This question applies only to HUD Staff/ Mortgagees)

Name of Reserve	As of			Held in Interest Bearing Account?	
	Total	Per Unit	Monthly Deposit		
Replacement Reserve	\$	\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
General Operating Reserve (Co-ops)	\$	\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Residual Receipts	\$	\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Other	\$	\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

a. Do balances in replacement or general operating reserve accounts appear adequate to meet future needs? Yes No

If not, what action is recommended? _____

b. Are repairs consistently paid from the appropriate operating expense account, and eligible items reimbursed from the reserves? Yes No

Comments:

37. Has the owner/agent performed an analysis to determine future Reserve for Replacement needs when submitting a budget based rent increase? Yes No

Comments:

38. If there is a utility allowance, what was effective date of last utility allowance adjustment? _____

What was the date of approval? _____

If a utility allowance was approved was it implemented within 75 days as required by HUD? Yes No

Comments:

39. What is the effective date of the last rent adjustment? _____

Comments:

40. Is the current approved rent schedule sufficient to meet project needs? Yes No
This question applies only to HUD Staff.

Comments:

41. Has a special rent increase been approved? Yes No N/A

If yes, please check the appropriate box. Insurance Taxes Utilities Security Service Coordinator

Comments:

42. Are monthly rental subsidy vouchers submitted on time? Yes No N/A

Comments:

43. Is the owner/agent submitting tenant certification data to TRACS to support the voucher billings? Yes No N/A

Comments:

44. Is the owner/agent transmitting data for Section 236 and Section 221(d)(3) BMIR tenants to TRACS as required by the automation rule? Yes No N/A

Comments:

45. What is the term of the subsidy contract? _____ Date the contract term ends: _____

Comments:

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46. List vacancy activity for the past twelve months, and indicate the number for each month. C6.
This information can be obtained from the TRACS Voucher Detail Summary.

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC

47. Does review of the EIV reports listed below include information that needs a resolution or explanation by the owner/agent? E18b

- Income Discrepancy Report? Yes No N/A
- New Hires Report Yes No N/A
- Failed EIV Pre-Screening Report? Yes No N/A
- Failed Verification Report (Failed the SSA Identity Test)? Yes No N/A
- Deceased Tenant Report? Yes No N/A
- Multiple Subsidy Report? Yes No N/A

Comments:

48. Is there a Neighborhood Networks Center for the project? (Check iREMS or other available source) Yes No N/A
If no, answer "N/A" and proceed to 50.

Comments:

49. If yes to question 48, does the Neighborhood Networks Center have a Strategic Tracking and Reporting Tool (START) Business Plan? Yes No

If yes, date HUD approved: _____

If no, when will a START Business Plan be completed? _____

Projected date for START Business Plan: _____

Comments:

50. Are there any unresolved findings from previous management reviews? If yes, specify in the comments section. Yes No

Comments:

51. Review complaints, congressional inquiries, etc. received within the last 12 months regarding the overall management practices.
Provide a general description below and attach applicable documentation. G25

Issue/Complaint	Status

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Part II On-Site Review

Indicate by marking the appropriate box - Yes, No, or N/A if not applicable. Provide comments as needed.

CATEGORY A. GENERAL APPEARANCE & SECURITY

1. General Appearance

Based on observation, are the project's exterior and common areas (i.e., grounds, landscaping, parking lots, playgrounds, hallways, laundry room, elevator, garbage area, stairwells, management office) clean, free of graffiti, debris and damage? Yes No N/A

If no, provide location and describe condition(s).

Comments:

2. Security

a. Indicate whether any of the events below have been documented in the last twelve months, and the frequency of the event(s).

Event	Frequency	Event	Frequency
<input type="checkbox"/> Break-Ins		<input type="checkbox"/> Arrests	
<input type="checkbox"/> Vandalism		<input type="checkbox"/> Drug Activity	
<input type="checkbox"/> Auto Theft		<input type="checkbox"/> Other (please specify):	
<input type="checkbox"/> Personal Assaults		<input type="checkbox"/> None	

Comments:

b. Indicate which types of security measures, if any, are utilized on site.

- Tenant Patrol
- Police Patrol
- Motion Sensors
- Other (please specify)
- Volunteer Organization
- TV Monitor
- Crime Prevention Plan
- Paid Car Patrol
- Drug Free Housing Plan
- Community Policing
- None
- Paid on-site Guard
- Security Cameras

Comments:

c. Based on the answers provided in questions a and b above, what corrective actions, if any, have been taken by the owner/agent?

Comments:

d. Has the owner/agent requested a rent increase based on cost increases in security costs? Yes No

If yes, indicate security measures taken.

Comments:

CATEGORY B. FOLLOW-UP & MONITORING OF PROJECT INSPECTIONS

3. Follow-Up & Monitoring of Project Inspections and Observations (Sampling is at reviewer's discretion to respond to questions a and b below)

a. Based on a sampling, if EH&S items were identified have the deficiencies been corrected and documented according to the owner/agent's certification for the most recent REAC inspection? Yes No N/A

If no, provide an explanation.

Does the analysis show any repetitive or systemic problems? Yes No

Comments:

b. Based on a sampling of units and common areas, for all other deficiencies noted in the REAC inspection, as applicable, verify that corrective actions have been taken. Have the deficiencies been corrected? Yes No N/A

If no, is there a schedule for correcting the deficiencies within a reasonable timeframe to comply with decent, safe, sanitary and good repair standards? Yes No

Comments:

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4. Follow-Up & Monitoring of Lead-Based Paint Inspection - The following questions only apply to subsidized family properties or elderly properties housing children under six years of age that were constructed prior to 1978. If constructed after 1977, check N/A for questions a and b.

a. Is there a certification on file documenting that the project has been certified to be free of lead-based paint or lead hazards?
Yes No N/A

If there is a certification, obtain a copy for the project file.

Comments:

b. Is the owner in compliance with the HUD approved lead hazard control plan as noted on the desk review? Yes No N/A

Comments:

CATEGORY C. MAINTENANCE & STANDARD OPERATING PROCEDURES

5. Maintenance

a. Indicate below to confirm that there is a schedule for preventive maintenance/servicing for the items listed that are applicable.

- Heating and A/C Equipment
- Water Heaters
- Carpets and Drapes
- Roof, gutter and Fascia Inspection
- Major Appliances
- Elevators
- Motor Vehicles
- Sewer lines
- Exterior painting
- Windows
- Recreational equipment
- Landscaping maintenance
- Other (please specify):

Comments:

b. Is there a satisfactory inventory system to account for tools, equipment, supplies, and keys (serial numbers, bar codes, etc.)? Yes No

Comments:

c. Has the owner/agent secured inventory items, such as appliances and tools, to prevent theft? Yes No

Comments:

d. Does the owner/agent have a written procedure that explains the process for inspecting units? Yes No

If yes, review a copy.

Identify employee responsible for conducting the inspections: Name and Title:

Comments:

e. How often are units inspected?

- Monthly
- Quarterly
- Semi-Annually
- Annually
- Move-In
- Move-Out
- Other (please specify):

Comments:

f. How are unit inspections documented?

Please Describe:

g. If deficiencies are noted during a unit inspection, what is the procedure for correction?

Please describe:

h. What is the average number of days from move-out until the unit is ready for occupancy? ____

Comments:

i. Is there a written procedure for completing work orders? Yes No

If yes, review a copy.

Comments:

j. Is there a procedure in place to handle emergency work orders? Yes No

If yes, describe the procedure:

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k. Is there a backlog of work orders? Yes No
If a backlog exists, indicate the current number of work orders:

Number between 1-3 days: ___ Number between 4-7 days: ___ Number more than one week: ___

Comments:

l. Who is provided copies of completed work orders? (check all that apply.)

Tenant Tenant File Maintenance Staff Other (please specify) _____

Comments:

m. Is there documentation by unit that indicates the date of purchase, manufacturer, model, and serial number for appliance purchases (i.e., ranges, refrigerators, furnaces, air conditioners, hot water heaters, etc.)? Yes No

Comments:

5. Vacancy and Turnover

a. How many units were vacant on the date of the on-site visit?

Number of Vacant Units: ___ Number Ready for Occupancy: ___ Average Length of time for unit turnover: ___

Comments:

b. Walk through at least two vacant units that are ready for occupancy. Assess and document unit readiness.

Number of Units Visited: ___ Number of Units Ready for Occupancy: ___ Number of Units Not Ready for Occupancy: ___

Comments:

c. Based on the interview with on-site staff, are any of the factors listed below contributing to vacancy problems? (Below, indicate all that apply.)

- Security Problems Non-competitive Amenities Inadequate Marketing Project Reputation Poor Maintenance Rents too High
- Location Lack of Demand Tenant/Management Relations Applicants Do Not Meet Screening Criteria
- Other (please specify) _____
- Bedroom Mix/Size (if yes, indicate which bedroom sizes are hard to rent) _____

Comments:

d. Based on the responses in questions a, b and c, what actions are being taken by the owner/agent to resolve the issue(s)?
If not applicable, proceed to question 7.

Please describe:

7. Energy Conservation

Has management attempted to reduce energy consumption?

Yes No

(check all that apply.)

- Caulking and weather-stripping Conversion to individual metering Storm doors and windows Consumer education
- Water saver devices Extra insulation Assessment of Utility Rate Schedule Energy Efficient Lighting Energy Star Appliances
- Written Energy Conservation Plan Other (please specify) _____ None

Comments:

CATEGORY D. FINANCIAL MANAGEMENT/PROCUREMENT
(This Category applies only to HUD Staff and/or Mortgagees as indicated. CAs may proceed to Category E.)

8. Budget Management

a. Does the owner/agent's staff have access to the current operating budget in order to monitor and control expenses?

Yes No N/A

Comments:

b. Is an operating budget prepared annually and approved by the owner?

Yes No N/A

If yes, obtain a copy of the current year's budget.

Comments:

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c. Are monthly or quarterly reports prepared by the owner/agent indicating variances between actual income and expenses versus budgeted income and expenses? Yes No N/A

Comments:

d. If this is a 202 or 811 project, does the owner/agent maintain a current annual budget? Yes No N/A
This question applies only to HUD Staff.

If yes, is it available on-site?

Yes No

Comments:

9. Cash Controls

a. Are collections deposited on the day received or, pending deposit, are they secured and properly controlled? Yes No

Comments:

b. Are adequate controls in place when cash is accepted? Yes No N/A
Check the controls that are used.

Pre-numbered rent receipts Bank collections Safe Lock box

Comments:

c. Do different persons handle bank deposits and accounts receivable, or is an alternative safeguard used? Yes No

Indicate Names and Titles: _____

Comments:

d. Are all disbursement checks prenumbered, properly identified with account numbers and supported by vouchers or invoices? Yes No

Comments:

e. Is the supply of unused checks adequately safeguarded, or under the custody of persons who do not sign checks manually, control the use of facsimile signature plates, or operate the facsimile signature machine? Yes No

Comments:

f. Are funds (receipts, disbursements, petty cash, etc.) periodically checked on a surprise basis by a responsible official, other than site employees? Yes No

Comments:

g. Are bank statements reconciled promptly upon receipt by someone other than a check signer, and by one who has no cash receipt or disbursement function? Yes No

Comments:

10. Cost Controls

a. Are bills, including the mortgage payment, paid in sufficient time to avoid late penalties? Yes No

Comments:

b. Are operating expenses, including taxes and utilities, periodically reviewed to assure that project is paying the lowest possible rate? Yes No
If yes, provide a recent example.

11. Procurement Controls

a. What is the procedure used to obtain and award contracts?

Describe procedure:

b. Are bids obtained prior to awarding contracts? Yes No N/A

Review contracts and determine if bids were obtained and, if the lowest bids were not selected, determine the owner's/agent's reasoning for selection.

Comments:

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c. Is there a written procedure for checking the quality of work performed by a contractor prior to authorizing payment?

Yes No

Comments:

d. Is there a procedure to assure that the individual authorizing contracted work or services is not the same individual authorizing payment?

Yes No

Comments:

e. Who is the responsible person charged with inspecting the quality of work performed by contractors prior to payment?

Please provide the name and title:

f. Does the project maintain a list of outside contractors?

Yes No

Comments:

g. Are vendor bills paid in time to obtain maximum trade discounts?

Yes No

Comments:

h. Is there any indication that real or personal property has been subtracted from the mortgaged premises without the permission of the Department? Yes No

Comments:

i. Below, check services currently contracted with outside contractors and provide the name of the contractor and annual amount of the contract. Indicate (by asterisk) whether there is an identify-of-interest relationship between the contractor and the owner/agent.

Service	Name of Contractor	Annual Contract Amount
<input type="checkbox"/> Elevator		\$
<input type="checkbox"/> Exterminating		\$
<input type="checkbox"/> Apartment Cleaning		\$
<input type="checkbox"/> Heating and A/C		\$
<input type="checkbox"/> Plumbing		\$
<input type="checkbox"/> Security		\$
<input type="checkbox"/> Trash Collection		\$
<input type="checkbox"/> Decorating		\$
<input type="checkbox"/> Grounds		\$
<input type="checkbox"/> Other		\$

Comments:

12. Accounts Receivable/Payable

a. Complete the following as of end of last month.

Cash \$ _____ Accounts Receivable \$ _____ Accounts Payable \$ _____

Are tenant accounts receivable within acceptable limits of 10% of one month's rent potential?

Yes No

Amount of receivables above is _____ % of monthly rent potential.
Of this amount, \$ _____ is more than 30 days past due.

Comments:

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b. Does the procedure for write-off of bad debts appear reasonable? Yes No

Comments:

c. Has annual "write-off of tenants' accounts receivable for the last two fiscal years been less than 1% of gross rent potential? Yes No

Comments:

d. Are accounts payable reasonably current? Yes No

Indicate amount of accounts payable more than 60 days old: _____

What are the owner/agent plans to reduce outstanding payables? _____

Comments:

13. Accounting and Bookkeeping

a. Are books and records maintained as required by HUD Handbook 4370.2 (Chapter 4) and 24 CFR Part 5? Yes No N/A

Check books of accounts that are maintained. Indicate where books may be examined.

O – owner's office; A – agent's office; P – project site

General Ledger () Rent Receivable Ledger () General Journal ()
 Cash Receipts Journal () Cash Disbursements Journal () Accounts Payable Journal ()

Comments:

b. Are all required project accounts in the name of the project in a federally insured institution? Yes No

Comments:

c. Are operating funds, security deposits, reserve funds, and flexible subsidy funds maintained in separate accounts and properly secured for authorized use? Yes No

Comments:

d. Does the mortgagor make frequent postings (at least monthly) to the ledger accounts? Yes No

Comments:

e. If applicable is owner adhering to HUD-approved repayment Plan? (loan from reserve for replacement, 236 excess income, capital improvement loan, etc.) Yes No

Comments:

f. Is centralized accounting used for disbursements? Yes No
If yes, are only HUD-insured projects in the pool? Yes No

Comments:

g. If centralized accounting is used, has it been approved by HUD? Yes No N/A

Comments:

h. If centralized accounting is used, is it being administered in accordance with HUD's approval? Yes No N/A

Comments:

i. If the trust account is part of a centralized disbursement account, are only HUD-insured projects in that account? Yes No
If yes, is the project's balance transferred to the project account at least once monthly? Yes No

Comments:

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j. If there are automobiles and/or debit or credit cards charged to the project, are the titles kept in the name of the project?

Yes No
Yes No

If yes, do they have HUD approval?

Comments:

CATEGORY E. LEASING AND OCCUPANCY (This Category does not apply to Mortgages)

14. Application Processing and Tenant Selection

a. Does the application form contain sufficient information to determine applicant eligibility?

Yes No

Comments:

b. Does the application ask whether the applicant or any member of the applicant's household is subject to a lifetime state sex offender registration program in any state?

Yes No

Comments:

c. Does the application ask for a listing of states where the applicant and members of the applicant's household have resided?

Yes No

d. Is form HUD-92006 "Supplement to Application for Federally Assisted Housing", an attachment to the application or part of the application package?

Yes No

Comments:

e. Is there an arms length procedure between the person who denies an application and the application appeal reviewer?

Yes No

Comments:

f. Has the owner/agent leased a Section 8 unit to a police officer or security personnel who is over the income limits for the project?

Yes No

If yes, has HUD or CA authorized the admission?

Yes No

Comments:

g. Does the owner/agent have a written tenant selection plan?

Yes No

If yes, does the plan include all required criteria stated in Chapter 4, Handbook 4350.3 REV-1 and all applicable notices?

Yes No N/A

If no, list the required criteria that the tenant selection plan does not include:

Comments:

h. Does the project maintain a waiting list of prospective tenants?

Yes No N/A

If yes, does the list include all required elements stated in Handbook 4350.3 REV-1?

Yes No

Comments:

i. Enter the number of applicants on the waiting list for each type of unit: 0 BR ___ 1 BR ___ 2 BR ___ 3 BR ___ 4 BR ___ Other: ___

Comments:

j. Were the applicants selected from the waiting list in the proper order, recognizing applicable preferences? Yes No

Comments:

k. When preferences were applied, were they properly documented?

Yes No N/A

Comments:

l. Is documentation available to show that the owner/agent has leased not less than 40% of the Section 8 units that became available for occupancy in the previous fiscal year to extremely low-income families?

Yes No N/A

If yes, please review and obtain a copy.

Comments:

On-Site Review (Continued)

m. What marketing steps has the owner/agent taken to attract extremely low-income families? If not applicable, proceed to question n.

Please describe:

Comments:

n. Does the advertising program comply with the existing affirmative fair housing marketing plan? Yes No

Request to see copies of advertisements.

Comments:

o. Is the fair housing sign posted in the rental office? Yes No

Comments:

p. Is the fair housing logo included in published advertising materials? Yes No

Comments:

15. Leases and Deposits

a. Have modifications been made to the HUD model lease? Yes No N/A

If yes, has the lease and/or lease addenda in use been approved by HUD? This does not include lease addenda issued by HUD

Yes No N/A

Comments:

b. Aside from rents and security deposits, what other charges are assessed (replacement keys, lockouts, etc.)?

List the type and amount of any of these charges.

Comments:

c. If other charges aside from rents and security deposits are assessed, have they been approved by HUD? Yes No N/A

Comments:

d. Are rents collected in accordance with the provisions of the lease? Yes No

Comments:

e. Is the policy for late fee assessment in compliance with the Handbook 4350.3 REV-1 or with state/local requirements? Yes No

Comments:

f. Are damages caused by tenants properly identified and charged to tenants? Yes No

Comments:

16. Eviction/Termination of Assistance Procedures

a. Are tenants notified of termination of tenancy or assistance in accordance with HUD requirements? Yes No N/A

Comments:

b. Are eviction procedures initiated timely, when warranted? Yes No N/A

Please document the following:

Number of evictions completed during the last 12 months.

Average cost per eviction

\$

Eviction handled by: Owner/Agent Attorney on staff of Owner/Agent Attorney on contract Attorney on call

NOTE: Addendum D must identify any eviction during the last 12 months which was due to a household member being subject to a state lifetime sex offender registration requirement.

On-Site Review (Continued)

Comments:

c. Is the termination of assistance initiated timely when warranted?
Reason(s) for termination of assistance: Yes No N/A

Comments:

17. Enterprise Income Verification (EIV) System Access and Security Compliance
Applies to subsidized properties only

a. Does the owner/agent have access to EIV? Yes No

Comments:

b. Does the EIV Coordinator(s) have an owner approval letter(s) authorizing access to EIV? Yes No

Comments:

c. Does the owner/agent and/or EIV Coordinator have:

- An initial and currently approved EIV Coordinator Access Authorization Form (CAAF) on file for each person designated by the owner as an EIV Coordinator? Yes No
- An initial and currently approved EIV User Access Authorization Form (UAAF) on file for each person designated by the EIV Coordinator as an EIV User? Yes No N/A
- Signed copies of the EIV Rules of Behavior for Individuals without access to the EIV system, who use EIV reports and/or data to perform their job functions? Yes No N/A

Comments:

d. Is there evidence that staff with access to the EIV system or to EIV reports take annual security awareness training?
If yes, is a record kept of employees who attended the training? Yes No
Yes No N/A

Comments:

e. Does the owner/agent have security measures in place to limit access to EIV information and reports to only those persons who have proper authorization? Yes No

Comments:

f. Does the owner/agent have a procedure to review all EIV User IDs to periodically determine if the users still have a valid need to access EIV data? Yes No

Comments:

g. Does the owner/agent terminate access promptly (within 30 days) of all users who no longer have a valid need to access EIV data? Yes No

Comments:

h. Does the owner/agent have a procedure to document and report the occurrence of all improper disclosures of EIV data?
Have any improper disclosures been reported to the owner/agent? Yes No
Yes No

Comments:

i. Does the owner/agent have a procedure to report any occurrence of unauthorized EIV access or security breach to the HUD National Help Desk?
Have any occurrences of unauthorized EIV access or security breaches been reported? Yes No
Yes No

Comments:

j. Is there evidence that the owner/agent or any of their employees are sharing IDs and passwords? Yes No

Comments:

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k. Is EIV data being improperly shared with other entities (e.g., state officials monitoring LIHTC projects, RHS staff, or Service Coordinators not participating in the re-certification process)?
Yes No

Comments:

l. Does the owner/agent keep in the tenant file the Tenant Consent for Disclosure of EIV Information, signed by the tenant and a third party when a third party assists in the re-certification process?
Yes No N/A

Comments:

18. Compliance with Using EIV Data and Reports
Applies to subsidized properties only.

a. Does the owner/agent have policies and procedures describing the use of EIV employment and income information and the EIV reports?

If yes, do they comply with HUD's usage requirements?

Yes No
Yes No N/A

Comments:

b. Is the owner/agent using the following EIV reports, and taking appropriate action to correct discrepant data in TRACS, and/or to reduce improper subsidy payments and where applicable, retaining documentation to support the action(s)?

New Hires Report

Yes No

No Income Report

Yes No

Failed EIV Pre-screening Report

Yes No

Failed Verification Report (Failed the SSA Identity Test)

Yes No

Existing Tenant Search

Yes No

Multiple Subsidy Report

Yes No

Deceased Tenant Report

Yes No

Comments:

19. TRACS Monitoring and Compliance (applies to subsidized properties only)

a. Is the owner/agent using TRACS queries to review and monitor their transmission?

Yes No

Comments:

b. Is the owner/agent following up and correcting deficiencies identified in TRACS data?

Yes No

Comments:

20. TRACS/EIV Security Requirements (applies to subsidized properties only)

a. Does staff log on using their own user name and password when accessing Secure Systems?

Yes No

Comments:

b. Have staff with access to EIV and/or TRACS in Secure Systems completed the required security awareness training each year and is there a signed Rules of Behavior?

Yes No

Comments:

c. Have staff with access to the EIV system completed the hard copy authorization form HUD-52676 when access was initially granted and completed the EIV online authorization form annually (coordinators) or semi-annually (users) as required?

Yes No

Comments:

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d. Have staff who use EIV reports, but do not access the EIV system in Secure Systems, completed the security awareness training annually and is there a signed the Rules of Behavior? Yes No

Comments:

e. For new staff, or staff that was given access to EIV or TRACS within the last year, was the security awareness training completed before access, or within 30 days of being given access and signing the TRACS and EIV Rules of Behavior? Yes No

Comments:

21. Tenant File Security

a. Are the tenant files, as well as other files that contain EIV reports, if applicable, locked and secured in a confidential manner? Yes No

Comments:

b. Is documentation relating to an individual's domestic violence, dating violence, or stalking, kept in a separate file in a secure location from other tenant files? Yes No N/A
Applicable to Section 8 only.

Comments:

c. Is access to tenant file information limited to only authorized staff? Yes No

Comments:

d. Who is authorized to have access to the tenant files? Name(s) and Title(s):

Comments:

e. Is the owner/agent maintaining tenant files according to HUD's document retention requirements? Yes No

Comments:

f. Is the owner/agent properly disposing of tenant records (shred, burn, pulverize etc.)? Yes No

Comments:

22. Summary of Tenant File Review

This section applies only to subsidized projects and should be completed after the tenant file reviews (See Addendum A.) The minimum file sample should include review of tenant files of new move-ins, re-certifications (annual, interim, initial), at least one applicant reject file, and at least one terminated/move-out file. In order to review specific functions (EIV usage, utility reimbursement, pet rules/deposits, minimum rents, etc.) it may be necessary to target a portion of the files reviewed to specific tenant families. The reviewer should adjust the tenant file sample to meet the needs of the review.

Number of Units	Minimum File Sample
100 or fewer	5 files plus 1 for each 10 units over 50
101-600	10 files plus 1 for each 50 units or part of 50 over 100
601-2000	20 files plus 1 for each 100 units or part of 100 over 600
Over 2000	34 files plus 1 for each 200 units or part of 200 over 2,200
For each question, only answer "Yes" if the files reviewed are acceptable. Answer "No" if the files are not acceptable and note the number of files with deficiencies utilizing the tenant file worksheet, Addendum A	
Number of Files Reviewed = ____	

(Please note: There is no maximum number of files to be sampled)

a. Tenant Files and Records

i. Are the tenant files organized and properly maintained? Yes No

Number of Files with Deficiencies: ____

Comments:

ii Do the files contain all documentation as required in Handbook 4350.3 REV-1, applicable HUD Notices, and any changes to the CFR? Yes No

Documents Missing from Files:

On-Site Review (Continued)

Comments: _____

b. Application/Tenant Selection

i. Are the applications in the files signed and dated by applicant? Yes No

Number of Files with Deficiencies: ____

Comments: _____

ii. Is screening conducted in accordance with the Tenant Selection Plan? Yes No

Number of Files with Deficiencies: ____

Comments: _____

iii. Are the unit sizes appropriate for household composition at the time of this tenant file review? Yes No

Number of Files with Deficiencies: ____

Comments: _____

iv. If a household was ineligible at move in, were exceptions granted? Yes No N/A

Number of Files with Deficiencies: ____

Comments: _____

c. Lease

i. Are the correct model leases used? Yes No

Number of Files with Deficiencies: ____

Comments: _____

ii. Are the leases signed and dated by all required parties? Yes No

Number of Files with Deficiencies: ____

Comments: _____

iii. Are HUD issued lease addenda properly signed and in the file? Yes No

Number of Files with Deficiencies: ____

Comments: _____

iv. Are the applicable addenda attached to the lease? Yes No

Number of Files with Deficiencies: ____

Comments: _____

v. Are security deposits collected in the correct amount for the program? Yes No N/A

Number of Files with Deficiencies: ____

Comments: _____

vi. Are pet deposits within acceptable range and payment installments allowed? Yes No N/A

Number of Files with Deficiencies: ____

Comments: _____

vii. Do the tenant files contain signed acknowledgement(s) and/or copies of the following documents indicating receipt by the tenant?

HUD-9887 Fact Sheet

Yes No

Number of Files with Deficiencies: ____

Lead Based Paint Disclosure

Yes No N/A

Number of Files with Deficiencies: ____

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- Resident Rights and Responsibilities Brochure
Number of Files with Deficiencies: _____ Yes No
- EIV & You Brochure
Number of Files with Deficiencies: _____ Yes No
- Fact Sheet How Your Rent is Determined
Number of Files with Deficiencies: _____ Yes No
- Race/Ethnicity Form
Number of Files with Deficiencies: _____ Yes No

Comments:

d. Certification/Re-Certification Activities:

- i. Are re-certification notices issued in accordance with HUD requirements?
Number of Files with Deficiencies: _____ Yes No N/A

Comments:

- ii. Are certifications completed on time?
Number of Files with Deficiencies: _____ Yes No N/A

Comments:

- iii. Are all necessary verifications completed and properly documented?
Number of Files with Deficiencies: _____ Yes No N/A

Comments:

- iv. Are EIV Income Reports used for third party verification of employment and income?
Number of Files with Deficiencies: _____ Yes No N/A

Comments:

- v. If the tenant disputed the EIV employment and/or income reported in EIV, was a third party verification obtained from the source?
Number of Files with Deficiencies: _____ Yes No N/A

Comments:

- vi. Are appropriate actions being taken for income discrepancies reported on the EIV Income Discrepancy Report, and is the action documented?
Number of Files with Deficiencies: _____ Yes No N/A

Comments:

- vii. Are income and deductions calculated correctly prior to data entry?
Number of Files with Deficiencies: _____ Yes No N/A

Comments:

- viii. Does income information on the tenant certifications agree with verified file information?
Number of Files with Deficiencies: _____ Yes No N/A

Comments:

- ix. If tenants were granted a hardship exemption as part of the minimum rent, was the exemption applied correctly?
Number of Files with Deficiencies: _____ Yes No N/A

Comments:

- x. Are Repayment Agreements in accordance with HUD requirements?
Number of Files with Deficiencies: _____ Yes No N/A

Comments:

- xi. Are notices provided to tenants in accordance with HUD tenant notification requirements when their portion of rent has increased?
Yes No N/A

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Number of Files with Deficiencies: ____

Comments:

- xii. Are the correct contract rents used when determining the subsidy to be paid on behalf of tenants? Yes No N/A

Number of Files with Deficiencies: ____

Comments:

- xiii. If tenants are paying their own utilities, are the current certifications reflecting the correct utility allowances?

Yes No N/A

Number of Files with Deficiencies: ____

Comments:

- xiv. Are utility reimbursement checks distributed within 5 business days of receipt of the housing assistance payments?

Yes No N/A

Number of Files with Deficiencies: ____

Comments:

e. Voucher Billing

- i. Are there any deficiencies noted in the tenant file review that results in over payment or under payment of the subsidy?

Yes No N/A

Number of Files with Deficiencies: ____

Comments:

- ii. For the move-in/move-out tenant file review, does the owner/agent make appropriate voucher adjustments?

Yes No N/A

Number of Files with Deficiencies: ____

Comments:

f. Move-In Files

- i. Are proper income limits used for determining eligibility at move-in?

Yes No N/A

Number of Files with Deficiencies: ____

Comments:

- ii. Do the files contain move-in inspections?

Yes No N/A

Number of Files with Deficiencies: ____

Comments:

- iii. If the files contain move-in inspections, have the owner/agent and the tenant signed and dated the inspection?

Yes No N/A

Number of Files with Deficiencies: ____

Comments:

- iv. Do the move-in files created after January 31, 2010 indicate that the owner/agent utilizes the EIV Existing Tenant Search for all household members and applicants?

Yes No N/A

Number of Files with Deficiencies: ____

Comments:

g. Move-Out Files

- i. Do tenants provide written notice of intent to vacate in accordance with the HUD model lease?

Yes No N/A

Number of Files with Deficiencies: ____

Comments:

- ii. Are move-out inspections conducted?

Yes No N/A

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Number of Files with Deficiencies: ____

Comments:

iii. Are security deposits refunded in 30 days or less if required by state law? Yes No N/A
Number of Files with Deficiencies: ____

Comments:

iv. Are tenants provided an itemized list of charges against the security deposits? Yes No N/A
Number of Files with Deficiencies: ____

Comments:

v. If charges exceed the security deposit, are the tenants billed for the balance due? Yes No N/A
Number of Files with Deficiencies: ____

Comments:

h. Application Rejection Files

i. Are applicants denied admittance in accordance with the Tenant Selection Plan? Yes No N/A
Number of Files with Deficiencies: ____

Comments:

ii. Do rejection letters provide applicants the right to appeal? Yes No N/A
Number of Files with Deficiencies: ____

Comments:

iii. If applicant appealed an application rejection, was the appeal reviewed by someone other than person who made the original decision to reject? Yes No N/A
Number of Files with Deficiencies: ____

Comments:

iv. Were appeals processed and applicants notified of the appeal decision within 5 days of the meeting? Yes No N/A
Number of Files with Deficiencies: ____

Comments:

CATEGORY F. TENANT/MANAGEMENT RELATIONS (This Category does not apply to Mortgagees)

23. Tenant Concerns

a. Is there a written procedure for resolving tenant complaints or concerns? Yes No
If yes, review a copy.

Comments:

b. Does the procedure adequately cover appeals? Yes No

Comments:

c. Is there an active tenant organization at this project? Yes No

Comments:

d. Is tenant involvement in project operations encouraged? Yes No

Comments:

24. Provision of Tenant Services

a. What social services are provided by the project, or the neighborhood, which meet the tenants' needs? Below, indicate services that are available, and identify the entity providing the service (i.e., city/county/state, church/school, community groups, etc.) and enter the cost to the project, if any.

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Service	Provider	Financial Source
<input type="checkbox"/> Child Care		
<input type="checkbox"/> Recreation		
<input type="checkbox"/> Health Care		
<input type="checkbox"/> Energy Conservation		
<input type="checkbox"/> Vocational Training/Job Training		
<input type="checkbox"/> Meals		
<input type="checkbox"/> Financial Counseling		
<input type="checkbox"/> Substance Abuse Counseling		
<input type="checkbox"/> Service Coordinator		
<input type="checkbox"/> Neighborhood Networks Center		
<input type="checkbox"/> Other (please specify)		

b. Is there a Service Coordinator for the project? Yes No
If there is no Service Coordinator, proceed to question 24.f.

Comments:

c. Is the Service Coordinator's office clearly identifiable and private? Yes No

Comments:

d. Are the Service Coordinator's files kept secure and confidential? Yes No

Comments:

e. Does the Service Coordinator maintain a directory of service agencies and contacts, and make the information available to all parties? Yes No

Comments:

f. If there is a Neighborhood Networks Center as indicated on the Desk Review, what is the status of operations?
If there is no Neighborhood Networks Center, proceed to question 24.h.

- Open for Business
- Temporarily Closed – State the date the center will reopen: _____
- Permanently Closed – State the date the center closed: _____

Comments:

g. What programs are offered at the Neighborhood Networks Center?

- GED Adult Basic Education Computer Classes Job Training Job Placement
- Homework Assistance English as a Second Language Other (please specify) _____

Comments:

h. The Department allows owners and their agents to provide services related to renter's insurance products. Does the owner/agent offer such services?
If the owner/agent offers no such service, proceed to question 25. Yes No

Comments:

i. HUD policy prohibits an owner/agent from evicting tenants for delinquent renter's insurance payments.
How does the owner/agent deal with unpaid renter's insurance?

Please explain the process:

j. Review the renter's insurance information provided to tenants. Does the information provided to tenants clearly indicate that purchasing insurance is optional, and not required as a condition of occupancy? Yes No N/A

Comments:

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CATEGORY G. GENERAL MANAGEMENT PRACTICES

25. General Management Operations

a. Have the complaints, as noted on the Desk Review, been satisfactorily resolved? Yes No N/A

Comments:

b. Is the project staff able to adequately perform management and maintenance functions? Yes No

Comments:

c. How does the owner/agent implement HUD changes in policies and procedures?

Describe the process:

d. Does owner/agent have a formal ongoing training program for its staff? Yes No

If yes, indicate types of training used and the frequency.

Type	Frequency	Type	Frequency
<input type="checkbox"/> On-Site		<input type="checkbox"/> Industry/Association Training	
<input type="checkbox"/> HUD Seminars		<input type="checkbox"/> Local Colleges	
<input type="checkbox"/> Energy Conservation		<input type="checkbox"/> Other (please specify)	

Comments:

e. Are reports submitted to the owner from the management agent? Yes No N/A
This question applies only to HUD Staff and Mortgagees.

Comments:

f. Are there signs enabling persons to locate the office? Yes No

Comments:

g. Are after hours and emergency telephone numbers posted? Yes No

Comments:

h. List the current insurance coverages (property, liability, Directors and Officers, workman's compensation, automobile). (Check to make sure that HUD is listed as an additional loss payee, if applicable. Also, check to make sure that the insurance policy is in the name of the mortgagor entity.)
This question applies only to HUD Staff and Mortgagees.

Type	Basic Coverage	Annual Premium
Property		
Liability		
Other (please specify)		
Other (please specify)		

Comments:

i. Does the owner/agent have a fidelity bond? Yes No N/A
This question applies only to HUD Staff and Mortgagees.

Comments:

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26. Owner/Agent Participation

This question applies only to HUD Staff and Mortgagees. CAs may proceed to question 27.)

a. If the project is owned by a cooperative or a nonprofit entity, does the Board of Directors meet regularly and record minutes?

Yes No N/A

Comments:

b. Review copies of the minutes. Does a review of the minutes indicate compliance with HUD's business agreements?

Yes No N/A

Comments:

c. Does the owner/agent have a system or procedure for providing field supervision of on-site personnel?

Yes No N/A

Comments:

27. Staffing and Personnel Practices

a. Has management made an effort to employ tenants in accordance with Section 3 of the Housing and Community Development Act of 1968?

Yes No

Comments:

b. List all on-site staff charged to the project. (Use additional sheets if necessary).

Staff Person / Title	Date Hired	% of Time Charged to Site	Annual Salary	Unit Size	Is the Employee Receiving Subsidy?	Is the Employee Occupying a Non-Income Producing Unit?
/		%			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
/		%			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
/		%			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
/		%			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
/		%			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Comments:

c. Does the staffing chart above match Part D of the Rent Schedule, form HUD-92458 as it relates to non-income producing units?
HUD staff only.

Yes No

Comments:

Tenant File Review Worksheet

Tenant File Review Worksheet

Instructions: Review the appropriate number of tenant files and complete a copy of this worksheet for each file reviewed. Indicate the initial move-in date in the appropriate box. Indicate by marking the appropriate box (Yes, No, or N/A) for each document available in the tenant file. For move-out and applicant rejections files, reviewer should only complete the pertinent sections.

Name of Reviewer: _____

Type of Review:
 Applicant Rejection Tenant Move-In Tenant Move-Out Certification/Recertification

Effective date of certification(s) reviewed: _____

If this is a Certification or Recertification, check the certification type:
 Certification Type Initial Annual Interim Correctious Other

Family Name: _____ Unit Number: _____ Move-in Date: _____

Bedroom Size: 0 Bedroom 1 Bedroom 2 Bedroom 3 Bedroom 4 Bedroom 5 or more Bedrooms

A: HOUSEHOLD INFORMATION		Comments
1. Is the application complete, including the date and time received by the owner/agent?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
2. Is there a form HUD-92006, "Supplement to Application for Federally Assisted Housing" in the files of tenants who applied after 12/14/2009? Tenant completion of this form is optional.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
3. Are the EIV Existing Tenant Search results in the file along with contacts made as a result of the search? Applicable to move-ins after January 31, 2010	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
4. Are the household members identified correctly? (as head, spouse, dependent, co-head, other adult(s), live-in aide, foster child and foster adult)	Yes <input type="checkbox"/> No <input type="checkbox"/>	
5. Is the unit size appropriate for household?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
6. Was this household's income eligible at move-in? This question applies only to a tenant file move-in review.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Over income? <input type="checkbox"/> Low income? <input type="checkbox"/> Very low income? <input type="checkbox"/> Extremely low income? <input type="checkbox"/>
7. If household was not income eligible at move-in, was an exception or waiver granted?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
8. Does the file contain the ethnicity and racial Data Certification as provided to the owner/agent?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
9. Is there current HUD 9887/9887A Consent Form signed and dated by head, spouse, co-head regardless of age, and family members at least 18 years of age?	Yes <input type="checkbox"/> No <input type="checkbox"/>	

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<p>10. Is there an acknowledgement and/or signed document in the file indicating receipt by the tenant?</p> <ul style="list-style-type: none"> • Lead based paint • Resident Rights and Responsibilities Brochure • EIV & You Brochure • Fact Sheet on How Your Rent is Determined 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
<p>11. Does the tenant file indicate that the owner /agent has taken necessary steps to address any EIV reported receipt of multiple subsidies?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>12. Does the file contain documentation to verify discrepant personal identifiers, and/or subsidy paid, as reported on:</p> <p>EIV Multiple Subsidy report? EIV Deceased Tenant Report?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>B. VERIFICATION Have the following items been properly verified and documented?</p>		<p>Comments</p>
<p>1. Social Security numbers (except for those exempted by 24 CFR 5.216)?</p> <p>EIV Summary Report in file to validate SSNs? Exemption from SSN disclosure?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>2. Eligible immigration status or citizenship status?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>3. Criminal and drug screening?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
<p>4. State lifetime sex offender registration check in each state where household members reported they have resided, and/or background checks conducted using a database that checks against all state registries?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
<p>5. Other screening as disclosed in Tenant Selection Plan?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>6. Verification of:</p> <ul style="list-style-type: none"> • Disability status? • Student status? • Ages of occupants? 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>C. LEASE</p>		<p>Comments</p>
<p>1. Is the correct HUD model lease used?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
<p>2. Is the original lease and subsequent leases or addenda signed and dated by the owner/agent, head, spouse, co-head, and all other adult members of the household?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
<p>3. Are applicable attachments attached to the lease, e.g. house rules, pet rules, unit inspection report?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
<p>4. If security deposit is required, is it in the</p>		

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Tenant File Review (Continued)

correct amount? If required, enter the amount here: \$	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
5. If pet deposit is required, is it in the correct amount? If required, enter the amount here: \$	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
6. If a pet deposit was paid in installments, was the payment schedule in accordance with the pet regulations?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
7. Are there inspections in the file: Move-in (dated and signed by tenant and owner/agent)? Annual unit inspections?	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	

D. CERTIFICATION/RECERTIFICATION ACTIVITIES		Comments
1. Are re-certification notices provided within the required timeframes?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
2. Are re-certifications completed on time?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
3. Is the certification signed and dated by the appropriate parties?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
4. Has a 30-day notice of increase in rent been provided to the tenant?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	

NOTE: If necessary, use additional sheets to complete applicable income information.

All reported income and deductions verified and calculated correctly?	3 rd Party Verification?	Amount Reported on 50059	Comments
			Did income information on the 50059 agree with verified file information? If no, comment on discrepancies identified
5. Wages	BIV Income Report <input type="checkbox"/> Traditional 3 rd party <input type="checkbox"/> Other <input type="checkbox"/> Not verified <input type="checkbox"/> N/A <input type="checkbox"/>	\$	
6. Social Security benefits	BIV Income Report <input type="checkbox"/> Traditional 3 rd party <input type="checkbox"/> Other <input type="checkbox"/> Not verified <input type="checkbox"/> N/A <input type="checkbox"/>	\$	
7. Unemployment benefits	BIV Income Report <input type="checkbox"/> Traditional 3 rd party <input type="checkbox"/> Other <input type="checkbox"/> Not verified <input type="checkbox"/> N/A <input type="checkbox"/>	\$	
8. Other Income			
Welfare/Public Assistance/TANF	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	\$	
Child Support	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	\$	
Pensions	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	\$	
Other _____	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	\$	

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9. Actual Income from Assets				Cash Value
Checking Account	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	\$	\$	
Savings Account	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	\$	\$	
Certificates of Deposit	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	\$	\$	
401K/Keogh/Retirement Accounts	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	\$	\$	
Real Estate	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	\$	\$	
Other _____				
10. Imputed income when assets are greater than \$5,000		Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	\$	
11. Allowances/Expenses				
Dependent Allowance	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	\$		
Elderly/Disabled Household Allowance	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	\$		
Medical Expenses	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	\$		
Disability Expenses	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	\$		
Childcare Expenses	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	\$		
12. Are all expenses and allowances that are claimed eligible under the HUD Handbook 4350.3 REV-1?		Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		
13. Has the household certified whether or not they disposed of assets during the past two years?		Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		
14. Is the correct unit rent being used for subsidy determination?		Yes <input type="checkbox"/> No <input type="checkbox"/>		
Enter the reviewer verified amounts for the following:		Amount Reported on the 50059	Did income information on the 50059 agree with the verified file information? If not, comment on any discrepancies identified.	
15. Contract Rent	\$	\$		
Utility Allowance	\$	\$		
Gross Rent	\$	\$		
Total Tenant Payment	\$	\$		
Tenant Rent	\$	\$		
Utility Reimbursement	\$	\$		
Assistance Payment	\$	\$		
16. Is the tenant paying minimum rent?		Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		
If yes, was a hardship exception granted?		Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		
17. Were income discrepancies reported on the BIV Income Discrepancy Report investigated, resolved and file documented?		Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		
18. Has tenant entered into a written repayment agreement for monies due to the project?		Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		
If yes, does the plan contain the required information?		Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		

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<p>19. Does file contain a re-certification as a result of new employment reported on the BIV New Hires Report?</p> <p>If yes, is the new employment income included in the reported annual income?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	
E. BILLING		Comments
<p>1. Does the assistance payment requested on the monthly billing (HUD-52670-A, Part 1) agree with the assistance payment on the applicable form HUD-50059?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>2. If required, have adjustments been made to the monthly billing?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	
F. MOVE-OUT FILE REVIEW ONLY		Comments
<p>1. Is there a move-out notice from tenant? If yes, Date of Notice _____ Move-out date _____</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
<p>2. Is there a move-out inspection? If yes, enter the date of the inspection _____</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
<p>3. Was the security deposit refunded to the tenant within 30 days, or in accordance with state or local laws, whichever is shorter?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>4. Was an itemized list of damages and charges provided to the tenant?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>5. Were any additional charges paid by tenant?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>6. Does the tenant move-out date on the voucher match the date the tenant vacated?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
G. APPLICANT REJECTION REVIEW ONLY		Comments
<p>1. Was the reason the applicant was denied admittance in accordance with the Tenant Selection Plan?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
<p>2. Was the reason for rejection provided in specific terms and in plain language?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>3. Did the rejection letter provide the applicant the right to appeal?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
<p>4. If the applicant appealed, was the appeal reviewed by someone other than the person who made the original decision?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>5. Was the appeal processed and applicant notified of the appeal decision within five days of the meeting?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	

**Management Review for
Multifamily Housing Projects**U.S. Department of Housing
and Urban Development
Office of Housing – Federal Housing
CommissionerOMB Approval No. 2502-0178
Exp. 04/30/2018Office of Fair Housing and Equal Opportunity
And
Office of Multifamily Housing**Checklist for On-Site Limited Monitoring and Section 504 Reviews**

Multifamily Housing (Housing) staff or Performance-Based Contract Administrators and Traditional Contract Administrators (CA) must complete this Checklist when conducting on-site management reviews of subsidized and unsubsidized multifamily housing projects. The questions on this checklist cover topics that the Housing staff or CA can be expected to answer and is not intended to cover the full range of civil rights concerns.

NOTE: This document does not require the reviewer to make a determination of civil rights or Section 504 compliance.

The Checklist is divided into four parts.

Part A: Occupancy/Accessible Units/Program Accessibility – This section, along with instructions, must be forwarded to the owner/agent for completion prior to the on-site review. This document must be included with the Documents Reviewer Should Obtain from Owner. See Part D.

Part B: Limited On-Site Monitoring Review – The reviewer must complete this section during the on-site management review of all projects.

Part C: Section 504 Review – The reviewer must complete this section during the on-site management review for all federally-assisted projects.

Part D: Documents Reviewer Should Obtain from the Owner/Agent during the on-site management review.

Please Note that a “No” response to any question does not necessarily mean there is a fair housing or civil rights or a Section 504 violation.

ADDENDUM B

**Management Review for
Multifamily Housing Projects**

U.S. Department of Housing
and Urban Development
Office of Housing -- Federal Housing Commissioner

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Checklist for On-Site Limited Monitoring and Section 504 Reviews (Continued)

Project Name: _____

FHA /Project Number: _____

Section 8/PAC/PRAC Number: _____

Owner/General Partner Name: _____

Management Agent Name: _____

Owner/General Partner Address: _____

Management Agent Address: _____

Type of Development: Cooperative Elderly Only Disabled Only
 Elderly/Disabled Family Other(Specify) _____

Total Number of Units: _____ Total Subsidized Units: _____

Type of Federal Financial Assistance (check all that apply):

Section 8 Section 202 Section 202/8 Section 202/PAC
 Section 202 PRAC Section 811 Section 221(d)(3)BMIR Section 236 Other _____

Number of Units of Each Size: 0 BR _____ 1 BR _____ 2 BR _____ 3 BR _____ 4 BR _____ 5 BR _____
Other (Specify) _____

Resident Manager's Unit: Yes No

Date of First Occupancy: _____

Service Coordinator Employed By Project? Yes No

Reviewed by:	<input type="checkbox"/> Housing	<input type="checkbox"/> PBCA	<input type="checkbox"/> CA	<input type="checkbox"/> Mortgagee
Reviewer:	_____			
Date:	_____			
Phone:	_____			
This Section is for Multifamily Housing Staff only:				
After a review of the information provided by the owner/agent in Part A, the following has been determined:				
<input type="checkbox"/> The owner/agent is in compliance with Title VI, Subpart D of the Housing and Community Development Act of 1992.				
<input type="checkbox"/> Possible noncompliance with Title VI, Subpart D of the Housing and Community Development Act of 1992. Referred to the local Office of Fair Housing and Equal Opportunity for additional review and appropriate action.				
<input type="checkbox"/> Title VI, Subpart D of the Housing and Community Development Act of 1992 - Not Applicable				
Reviewed By:	_____			
	(Name and Title)			

ADDENDUM B

**Management Review for
Multifamily Housing Projects**

U.S. Department of Housing
and Urban Development
Office of Housing – Federal Housing Commissioner

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Checklist for On-Site Limited Monitoring and Section 504 Reviews (Continued)

Project Name:

FHA/Project#

Section 8/PAC/PRAC#

**PART A
OCCUPANCY/ACCESSIBLE UNITS/PROGRAM ACCESSIBILITY**

Authority:
Section 504 of the Rehabilitation Act of 1973 (24CFR Part 8)
Fair Housing Act/Title VIII Regulations (24 CFR Part 100.200)
Uniform Federal Accessibility Standards (UFAS) (24 CFR Part 40)
Regulatory Agreement

For this Part A, the reviewer must forward the form along with the instructions for completion to the owner/agent prior to the on-site review. For subsidized projects, the owner/agent must complete the project information above and the information in Sections I, II, and III below. (See attached instructions.) For unsubsidized projects, the owner/agent must complete the project information above and Sections I and II only. Section III consists of Section 504 compliance, which does not apply to projects that do not receive federal financial assistance. The reviewer will retrieve the completed form from the owner/agent during the on-site review.

SECTION I – OCCUPANCY

<p>1. This property was designed primarily for:</p> <p><input type="checkbox"/> Exclusively Elderly</p> <p><input type="checkbox"/> Exclusively Disabled</p> <p><input type="checkbox"/> Elderly and Disabled</p> <p><input type="checkbox"/> Near Elderly and Disabled</p> <p><input type="checkbox"/> Family</p>		<p>2. Indicate the number of units currently occupied by client groups below</p> <p>Exclusively Elderly - _____</p> <p>Exclusively Disabled - _____</p> <p>Elderly/Disabled - _____</p> <p>Near-Elderly Disabled - _____</p> <p>Family - _____</p>	
<p>3. Is there a use agreement or any other document that indicates that this project must serve only elderly tenants?</p> <p style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/></p> <p>If yes, specify type of document: _____ Effective Date: _____</p> <p>Please attach a copy of the document(s) indicated above.</p>			
<p>4. If this project is a "covered Section 8 housing project" (see instructions), is there an occupancy preference for the elderly in accordance with Section 651 of Title VI, Subpart D of the Housing and Community Development Act of 1992? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Refer to HUD Handbook 4350.3, REV-1.</p> <p>If No, proceed to question 5.</p>			
<p>If yes, please enter:</p> <p>a. the date of the elderly preference: _____</p> <p>b. the number of units that must be reserved for occupancy by non-elderly persons with disabilities _____, and,</p> <p>c. the date used to determine the number of units reserved for non-elderly persons with disabilities _____</p>			
<p>5. Is there an occupancy restriction for the elderly in accordance with Section 658 of Title VI, Subpart D of the Housing and Community Development Act of 1992? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Refer to HUD Handbook 4350.3, REV-1</p>			
<p>6. Total Number of Units exclusively for the Elderly</p> <p style="text-align: center;">_____</p>		<p>7. Total Number of Units exclusively for Persons with Disabilities</p> <p style="text-align: center;">_____</p>	
		<p>8. Total Number of Units exclusively for Non-Elderly Persons with Disabilities</p> <p style="text-align: center;">_____</p>	
<p>I certify that this information is true and accurate.</p>			
<p>Warning: HUD will prosecute false claims and statements. Convictions may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)</p>			
<p>Signature of Owner</p> <p>_____</p>		<p>Date:</p> <p>_____</p>	

ADDENDUM B

Management Review for Multifamily Housing Projects U.S. Department of Housing and Urban Development
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Checklist for On-Site Limited Monitoring and Section 504 Reviews (Continued)

Project Name:

FHA/Project#

Section 8/PAC/PRAC#

SECTION II – ACCESSIBLE UNITS

Distribution of all wheelchair and other accessible units in the project.

Bedroom Size	0	1	2	3	4	5	Other	Total
1. All units								
2. Total units with project-based rental assistance								
3. Mobility accessible units								
4. Vision and/or Hearing accessible units								
*5. (Total Accessible Units)								
6. Number of persons on waiting list who have requested accessible units								
7. Number of accessible units occupied by elderly or family tenants								
8. Number of accessible units occupied by non-elderly tenants with disabilities who require the features of the unit								
9. Number of accessible units occupied by elderly tenants with disabilities who require the features of the unit								
10. Percentage of Total Units with Project-Based Rental Assistance Total line 2 ÷ Total line 1 x 100) ___%								
11. Percentage of Total Units that are mobility accessible Total line 3 ÷ Total line 1 x 100) ___%								
12. Percentage of Total Units that are vision and/or hearing accessible Total line 4 ÷ Total line 1 x 100) ___%								

* If a unit is both mobility accessible and vision or hearing accessible, count the unit only once in line 5.

I certify that this information is true and accurate.

Warning: HUD will prosecute false claims and statements. Convictions may result in criminal and/or civil penalties.
 (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of Owner _____ Date: _____

Checklist for On-Site Limited Monitoring and Section 504 Reviews (Continued)

Project Name: _____
 FHA/Project# _____
 Section 8/PAC/PRAC# _____

SECTION III – PROGRAM ACCESSIBILITY

SECTION 504 OF THE REHABILITATION ACT OF 1973

Section 504 Coordinator [24 CFR 8.53 (a)]

1. Does the recipient (as defined in 24 CFR 8.3) employ at least 15 employees? Yes No

If Yes, answer Question 2.; if No skip to Question 3.

2. Is at least one person designated to coordinate its Section 504 responsibilities? Yes No N/A

If Yes, provide the person's name and telephone number below.

Name: _____

Telephone Number: _____

Program Accessibility Under Section 504, a federally assisted Housing Development is required to ensure that its program is usable by and accessible to persons with disabilities. This includes, but is not limited to, maintaining housing and non-housing facilities that are structurally accessible for persons with disabilities. The extent to which facilities must be structurally accessible depends in part, on whether they are new, altered, or existing. In addition, owner/agents are required to ensure that appropriate and effective communication methods are used while communicating with persons with disabilities.

	YES	NO	COMMENTS
3. Has the owner/agent taken steps to ensure effective communication using:			
a. Qualified sign language and oral interpreters?	<input type="checkbox"/>	<input type="checkbox"/>	
b. Readers?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Use of tapes?	<input type="checkbox"/>	<input type="checkbox"/>	
d. Braille materials?	<input type="checkbox"/>	<input type="checkbox"/>	
Other (Describe):	<input type="checkbox"/>	<input type="checkbox"/>	
I certify that this information is true and accurate.			
Warning: HUD will prosecute false claims and statements. Convictions may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)			
Signature of Owner	Date:		

Checklist for On-Site Limited Monitoring and Section 504 Reviews (Continued)

INSTRUCTIONS FOR COMPLETING PART A

General instructions: Complete the project name, FHA/project number, and section 8/pao/prac information in the form header for each page:

SECTION 1 - Owner/Agent must respond to all questions in this section.

1. Check the appropriate box that the project was designed to serve. (Check only one box. Do not leave blank.)

Exclusively Elderly - defined as a person 62 years of age or older. (This option is for projects that were designed to serve only elderly persons/families, i.e. Section 202 PRAC properties)

Exclusively Disabled - Refer to HUD Handbook 4350.3, REV-1, Figure 3-6 for the applicable definition of disability. (This option is for projects that were designed to serve only persons with disabilities, i.e., Section 202/8 Projects for the Disabled and Section 811 projects. Please note that Section 202/8 Projects for the Disabled were developed to serve only non-elderly persons with disabilities. However, the Section 811 Projects were developed to serve persons with disabilities regardless of age as long as the minimum age requirement (age 18) is met.)

Elderly and Disabled - defined as a property that serves the elderly and non-elderly persons with disabilities. (This option is for projects that were originally designed to serve only elderly persons/families, however the owner may have elected a preference under Section 651 of Title VI, Subpart D of the Housing and Community Development Act of 1992 (Title VI Subpart D) to reserve a percentage of units for non-elderly persons with disabilities in accordance with the provisions of Section 652, Title VI Subpart D. See instruction 4 below for Section 651 definition.)

Family - defined as all persons regardless of age or disability. (This option is for projects that serve all families with no restrictions or preferences as long as the minimum age requirement is met. Please note that family projects may have some units that are reserved for persons with mobility/vision/hearing impairments which would require the applicant to meet the accessibility features of the unit.)

2. Enter the number of units occupied by each client group. (Please note that the term "near-elderly disabled" is defined as a person who is at least 50 years of age and below the age of 62 with a disability as defined in HUD Handbook 4350.3, REV-1.)
Enter zero "0" if there are no units occupied by the listed client group - do not leave blank.
3. If there is a use agreement or other document requiring that the property must serve only elderly persons, answer "Yes", in the space provided, and attach a copy of the document(s). If there is no use agreement or other document requiring that the property must serve only elderly persons, answer "No". If you are unclear on the term "use agreement", or are not able to locate the use agreement or other document that defines the occupancy of your project, the answer is "unknown". Other documents include the regulatory agreement, loan commitment papers, financial documents, bid invitation, owner's management plan, application for funding, and/or application for mortgage insurance. Please refer to HUD Handbook 4350.3, REV-1, paragraphs 3-17 and 3-18. If you do not have a copy of HUD Handbook 4350.3, REV-1, copies can be obtained from www.hudclips.org or the HUD Customer Service Center at (800) 767-7468.
4. Section 651 of Title VI Subpart D permits an owner to give preference¹ to elderly families if (1) the project was originally developed to serve the elderly and (2) it is a "covered Section 8 housing project." "Covered Section 8 housing projects" are projects that were constructed or substantially rehabilitated pursuant to assistance provided under section 8(b)(2) of the United States Housing Act of 1937, as in effect before October 1, 1983, that are assisted under a contract for assistance under such section.

Section 651 of Title VI Subpart D applies to the following programs:

- The Section 8 New Construction Program, 24 CFR part 880
- The Section 8 Substantial Rehabilitation Program, 24 CFR part 881
- The State Housing Agencies Program, insofar as it involves new construction and substantial rehabilitation, 24 CFR part 883
- The New Construction Set-Aside for Section 515 Rural Rental Housing Projects Program, 24 CFR part 884
- The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects, insofar as it involves substantial rehabilitation, 24 CFR part 886 subpart C

"Covered Section 8 housing projects" do not include those developed with funding under the following programs:

- Section 202;
- Section 202/8;
- Section 202 or 811 PRAC;
- Section 221 (d)(3); and/or
- Section 236.

If an owner elects a Section 651 preference for the elderly, the owner must reserve a number of units for non-elderly persons/families with disabilities. Title VI Subpart D requires that the owner review the occupancy records on January 1, 1992 and October 28, 1992, the date of enactment for Title VI Subpart D, and determine the number of non-elderly persons with disabilities that occupied units on those two dates. Compare the higher of the two numbers with 10 percent of total project units. The lower of the two resulting numbers must be reserved for non-elderly persons with disabilities, or families with disabilities.

For example, an owner has a covered Section 8 project that consists of 100 units, and decides to implement an elderly preference under Section 651. The first thing the owner must do is find the occupancy records for January 1992 and see how many units were occupied by non-elderly persons with disabilities, or families with disabilities, on January 1. In this example, it was 10 units. Then the owner must find the occupancy records for October 1992 and see how many units were occupied by non-elderly persons/families with disabilities on October 28th, the date of the enactment of the Act. In this example it was 15 units.

¹ A "preference" allows an owner to give priority to elderly persons when selecting tenants for occupancy.

Checklist for On-Site Limited Monitoring and Section 504 Reviews (Continued)

To obtain the number of units that must be reserved for non-elderly disabled persons or families, the owner must take the higher number of the two dates, which in this example is 15.

Then the owner will then compare that number 15 with a number that is 10 percent of the total project units. In this example it's 10.

Use the lower number for the number of units that must be reserved. Since 10 is less than 15, for this example the owner must reserve 10 units for non-elderly disabled persons or families.

If an owner determines that there were no non-elderly persons or families occupying units on either January 1, 1992 or October 28, 1992, the required number of units to be reserved for non-elderly persons with disabilities would be zero (0). However, owners are encouraged to exceed the number of reserved units for non-elderly persons with disabilities if a need exists in the community.

Answer question 4 as follows:

If there is an elderly preference in accordance with Section 651 of Title VI Subpart D, answer "Yes". If there is no preference provided to elderly families, answer "No".

If yes, answer the following:

- (a) If there is an occupancy preference in accordance with Section 651, indicate the effective date of the preference.
- (b) If there is an occupancy preference in accordance with Section 651, indicate the total number of units that must be reserved for non-elderly persons with disabilities based on the two dates above.
- (c) If there is an occupancy preference in accordance with Section 651, indicate which date (see above) was used to determine the number of units that must be reserved for non-elderly persons with disabilities.

5. Section 658 of Title VI, Subpart D of the Housing and Community Development Act of 1992 (Title VI Subpart D) permits owners of "other federally assisted housing" to continue to restrict occupancy to elderly families in accordance with the rules, standards, and agreements governing occupancy in such housing in effect at the time the housing was developed. If (A) the project was originally developed to serve the elderly and (B) the project has continually served elderly tenants. These projects include:

- Section 202 Direct Loans (prior to the Section 202 PRAC program)
- Section 221(d)(3) BMIR properties (New Construction and Substantial Rehabilitation)
- Section 236 properties

Answer question 5 as follows:

If there is an elderly restriction in accordance with Section 658 of Title VI Subpart D, answer "Yes". If there is no elderly restriction and occupancy is not limited to elderly applicants, answer "No".

- 6. If the property designates a number of units that can be occupied only by elderly persons, indicate the number of units. If the property does not have units that can only be occupied by elderly persons, enter zero "0".
- 7. If the property designates a number of units that can be occupied only by persons with disabilities, indicate the number of units. If the property does not have units that can only be occupied by persons with disabilities, enter zero "0".
- 8. If the property has units that must be occupied by non-elderly persons with disabilities, indicate the number of units. If the property does not have units that must be occupied by non-elderly persons with disabilities, enter zero "0".

CERTIFICATION:

Self-Explanatory Must be signed and dated by the owner.

SECTION II – Owner/Agent must respond to all questions in this section.

1. Enter the total number of units (by bedroom size) and enter total in the "Total" column.

Totals must match numbers entered for each bedroom size.

2. Enter the total number of units (by bedroom size) that are receiving project based rental assistance.

Totals must match numbers entered for each bedroom size.

3. Enter the number of mobility accessible units by bedroom size, and enter the total in the "Total" column. A mobility accessible unit is one that is located on an accessible route, and when designed, constructed, altered, or adapted, can be approached, entered, and used by individuals with physical disabilities, including those who use wheelchairs. Although accessibility features include items such as grab bars, flashing fire alarms, widened doorways, entrance ramps, etc, this question should be answered by stating the number of subsidized units that, when constructed, are fully accessible in accordance with the Uniform Federal Accessibility Standards (UFAS) which is used to ensure compliance with Section 504 of the Rehabilitation Act of 1973. These standards were jointly developed by the General Services Administration, the Department of Housing and Urban Development, the Department of Defense, and the United States Postal Service, under the authority of sections 2, 3, 4, and 4a, respectively, of the Architectural Barriers Act of 1968, as amended, Pub. L. No.90-480, 42 U.S.C. 4151-4157. Copies of the UFAS are available from the Architectural and Transportation Barriers Compliance Board, 1331 F Street, NW, Suite 1000, Washington, D.C. 20004-1111, Telephone: (202) 272-0080, email address: info@access-board.gov. If the property is accessible in accordance with Minimum Property Standards (MPS), indicate the number of units that are MPS accessible. Unsubsidized units should also be counted if they meet UFAS compliance requirements.

Totals must match numbers entered for each bedroom size.

4. Enter the number of units, by bedroom size, that are accessible for vision or hearing disabilities and enter total in the "Total" column. Refer to UFAS. See instruction number 3 above.

Totals must match numbers entered for each bedroom size.

5. Total the units from rows 3 and 4 for each bedroom size, and enter the total in the "Total" column.

Totals must match numbers entered for each bedroom size.

Checklist for On-Site Limited Monitoring and Section 504 Reviews (Continued)

6. Enter the number of persons currently on the waiting list for an accessible unit, by bedroom size, requiring the features of the unit and enter total in the "Total" column.

Total must match numbers entered for each bedroom size.

7. Enter the number of accessible units, by bedroom size, that are currently occupied by elderly or family tenants and enter total in the Total column.

Total must match numbers entered for each bedroom size.

8. Enter the number of accessible units, by bedroom size, occupied by non-elderly tenants with disabilities requiring the features of the unit and enter total in the "Total" column. These tenants must have a mobility impairment as defined above.

Total must match numbers entered for each bedroom size.

9. Enter the number of accessible units, by bedroom size, occupied by elderly tenants with disabilities requiring the features of the unit and enter total in the "Total" column. These tenants must have a mobility impairment as defined above.

Total must match numbers entered for each bedroom size.

10. Self-explanatory

11. Self-explanatory

12. Self-explanatory

CERTIFICATION:

Self-Explanatory

Must be signed and dated by the owner.

SECTION III – Owner/Agent must respond to all questions in this section.

This Section is not applicable to unsubsidized projects.

1. The Section 504 Coordinator is required if the owner employs 15 or more people in all its activities. This includes this project combined with other projects they may own and/or manage. Answer Yes or No. If Yes, proceed to question 2; if No, skip to question 3.
2. Answer Yes or No to this question. If Yes, please provide the name and telephone number of the coordinator for Section 504 related activities at the project, and go to question 3.
3. Answer Yes or No to each item and provide comments as necessary.

CERTIFICATION:

Self-Explanatory

Must be signed and dated by the owner.

Checklist for On-Site Limited Monitoring and Section 504 Reviews (Continued)

Project Name:

FHA/Project#

Section 8/PAC/PRAC#

**PART B
ON-SITE LIMITED MONITORING REVIEW**

Authority: 24 CFR 5, 108, 110

Questions 1 through 5 apply to owners of subsidized and unsubsidized projects.

	YES	NO	COMMENTS
1. Was this project built or substantially rehabilitated after February 1972? (If NO, skip to Question 5.)	<input type="checkbox"/>	<input type="checkbox"/>	
2. Does the owner have an approved Affirmative Fair Housing Marketing Plan (AFHMP)?	<input type="checkbox"/>	<input type="checkbox"/>	
3. If there is an approved AFHMP as indicated in question 2, is it available on site?	<input type="checkbox"/>	<input type="checkbox"/>	
4. Has the owner/agent reviewed the AFHMP within the last 5 years to ensure that the information is current and applicable?	<input type="checkbox"/>	<input type="checkbox"/>	
5. Date of last AFHMP Update			Date: _____
6. Does the project maintain Project Profile Data which shows the composition of the occupants by the following categories (24 CFR 121):			
a. Race	<input type="checkbox"/>	<input type="checkbox"/>	
b. National Origin/Ethnicity	<input type="checkbox"/>	<input type="checkbox"/>	
c. Sex	<input type="checkbox"/>	<input type="checkbox"/>	
d. Disability	<input type="checkbox"/>	<input type="checkbox"/>	
e. Familial Status	<input type="checkbox"/>	<input type="checkbox"/>	
7. Has the owner/agent developed and implemented a written Tenant Selection plan?	<input type="checkbox"/>	<input type="checkbox"/>	

ADDENDUM B

**Management Review for
Multifamily Housing Projects**

U.S. Department of Housing
and Urban Development
Office of Housing – Federal Housing Commissioner

OMB Approval No. 2502-0178
Exp. 04/30/2018

Checklist for On-Site Limited Monitoring and Section 504 Reviews (Continued)

Project Name:

FHA/Project#

Section 8/PAC/PRAC#

	YES	NO	COMMENTS
8. Does the management agent maintain a waiting list of applicants by:			
(a) Name	<input type="checkbox"/>	<input type="checkbox"/>	
(b) Bedroom size	<input type="checkbox"/>	<input type="checkbox"/>	
(c) Application date and time?	<input type="checkbox"/>	<input type="checkbox"/>	
(d) Requests for accommodations and/or accessible units?	<input type="checkbox"/>	<input type="checkbox"/>	
(e) Preferences?	<input type="checkbox"/>	<input type="checkbox"/>	
9. When a tenant/applicant notifies the owner/agent that he/she has been subject to unlawful discrimination, does the owner/agent provide the applicant/tenant with information about how to file a complaint with HUD?	<input type="checkbox"/>	<input type="checkbox"/>	Unable to Observe _____
10. Does the owner/agent maintain a record of fair housing complaints?	<input type="checkbox"/>	<input type="checkbox"/>	
11. Is there a local residency preference?	<input type="checkbox"/>	<input type="checkbox"/>	
If yes, was it approved by HUD?	<input type="checkbox"/>	<input type="checkbox"/>	Date of HUD Approval: _____

Checklist for On-Site Limited Monitoring and Section 504 Reviews (Continued)

Project Name:

FHA/Project#

Section 8/PAC/PRAC#

PART C

SECTION 504 REVIEW

The reviewer must complete this section to ensure compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504). Please note that unsubsidized projects are not required to comply with Section 504, therefore if the project is unsubsidized, the reviewer may proceed to Part D.

	YES	NO	COMMENTS
1. Is there a formal, written grievance procedure that provides for resolution of complaints alleging discrimination based on disability, as required by Section 8.53(b)?	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes, document date procedures were adopted:			Date: _____
2. Does the owner/agent utilize a telecommunications device for the hearing impaired (TTY)?	<input type="checkbox"/>	<input type="checkbox"/>	
If No, Is there an alternative method? Describe under "Comments"	<input type="checkbox"/>	<input type="checkbox"/>	
3. When necessary, are auxiliary aides used to communicate with persons with disabilities? Describe under "Comments"	<input type="checkbox"/>	<input type="checkbox"/>	

Checklist for On-Site Limited Monitoring and Section 504 Reviews (Continued)

Project Name:
FHA/Project#
Section 8/PAC/PRAC#

PART D

DOCUMENTS REVIEWER SHOULD OBTAIN FROM OWNER/AGENT

The reviewer will only bring back documents upon request from FHEO. If the reviewer receives a request from FHEO to obtain certain documents, indicate in column a. During the on-site review, request the documents and indicate the status in columns b, c, or d. For items checked in column c, the reviewer must provide the owner/agent the FHEO address for forwarding the documents.

Document(s)	a. FHEO has requested that the reviewer obtain the following documents:	b. The document has been gathered and is attached to the Checklist	c. The Owner/Agent agrees to forward the checked document to FHEO within ten (10) business days.	d. The document is not available.
For Part A				
1. Accessible Units/Program Accessibility, Sections I, II, and III (as applicable)		<input type="checkbox"/>		<input type="checkbox"/>
For Part B:				
2. Most recent Affirmative Fair Housing Marketing Plan (AFHMP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Any of the following documents that are used for outreach as specifically stated in the project's AFHMP or used for other affirmative fair housing marketing.				
Newspapers/Publications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Radio Ads and Announcements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Copy of TV Ads and Announcements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Photograph of billboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Letterhead	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Handouts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brochures and Leaflets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Photograph and site signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Project Profile showing occupancy data (See Part B, Question 5).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Written Tenant Selection Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADDENDUM B

**Management Review for
Multifamily Housing Projects**

**U.S. Department of Housing
and Urban Development**
Office of Housing – Federal Housing Commissioner

OMB Approval No. 2502-0178
Exp. 04/30/2018

Checklist for On-Site Limited Monitoring and Section 504 Reviews (Continued)

Project Name:

FHA/Project#

Section 8/PAC/PRAC#

<p>Please Note: The information below only pertains to Section 504 compliance. If this project is unsubsidized, the reviewer should not complete this section.</p>	<p>a. FHEO has requested that the reviewer obtain the following documents:</p>	<p>b. The document has been gathered and is attached to the Checklist.</p>	<p>c. The Owner/ Agent agrees to forward the checked document to FHEO within ten (10) business days.</p>	<p>The document is not available.</p>
For Part C:				
<p>6. Written Grievance Procedure (Part C, Question 3 and 24 CFR 8.53)</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>7. Application for Occupancy</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>8. Reasonable Accommodation Policy</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FHEO requested that the reviewer observe the following:

The result of the observation is:

DOCUMENTS TO BE MADE AVAILABLE BY OWNER/AGENT

Project Name: _____ FHA/Project# _____ Section 8/PAC/PRAC# _____

Instructions: Reviewers should place a check mark next to those items that must be available for review. Included in this list are FHEO staff instructions to provide MFH staff a list of requests for documents and special observations each year.

General Documents

- All Tenant Files and records, including rejected, transfer and move-out files
- Current waiting list
- Last advertisement and/or copies of apartment brochures
- HUD-approved Rent Schedule form HUD-92458
- Procurement Files
- Work Order Journals and Logs
- Cash Disbursement Journal
- Fidelity Bond
- Property and Liability Insurance
- Copies of the form HUD-52670 for the last twelve months, for each subsidy contract
- Current annual budget
- Quarterly budget variance reports
- Reserve for Replacement component analysis
- Copy of Rent Roli
- Copy of Application form
- Copy of lease, lease addenda and house rules
- Copy of Pet Policy
- Copy of Applicant Rejection Letter
- Annual Unit Inspections
- Fact Sheet "How Your Rent Is Determined"
- Copy of the "Resident Rights & Responsibility"
- Lead Based Paint Certifications
- EH& S Certifications
- All Operating Procedure Manuals
- Documentation for Elderly Preferences Under Sections 651 or 658
- Income Targeting and Tracking Log
- List of all current Principals and Board Members
- EIV Coordinator Access Authorization form(s) (CAAFs) – approved initial and current
- EIV User Access Authorization form(s) (UAAF's) – approved initial and current
- EIV Owner Approval Letter(s)
- EIV Policies and Procedures
- Rules of Behavior for individuals without access to the EIV system
- Copy of TRACS Rules of Behavior, signed and dated
- Copy of TRACS and EIV requested Security Awareness Training Certificate, signed and dated
- Other

Civil Rights Front End Limited Monitoring and Section 504 Review Documents

- Affirmative Fair Housing Marketing Plan
- Tenant Selection Plan, including any approved residency preference
- Recent advertising
- Fair Housing logo and Fair Housing poster

State Lifetime Sex Offender Statistics

Project Name:

FHA /Project Number:

Section 8/PAC/PRAC Number:

Instructions: Reviewers should record the below statistics on households that include a household member who is subject to a state lifetime sex offender registration requirement.

1. Number of households where, in accordance with the owner's policies and procedures, a household member subject to a state lifetime sex offender registration requirement was identified at re-certification. _____
Of the households identified at re-certification:

a. How many were admitted prior to June 25, 2001, the effective date of the Screening and Eviction for Drug Abuse and Other Criminal Activity final rule, and who had a household member subject to a state lifetime sex offender registration requirement at the time of admission? _____

NOTE: These households (admitted prior to June 25, 2001) must not be evicted unless they commit criminal activity while living in the federally assisted housing or have other lease violations.

b. How many were erroneously admitted? _____

c. How many households include a member that became subject to a state lifetime sex offender requirement after admission? _____

2. Number of evictions due to the erroneous admission of a household with a member subject to a state lifetime sex offender registration requirement? _____

Number of such evictions upheld in court. _____

3. Number of evictions due to a household member becoming subject to a state lifetime sex offender registration requirement after admission. _____

Number of such evictions upheld in court. _____

ATTACHMENT C

MINORITY BUSINESS PARTICIPATION COMMITMENT FORM

It is the policy of Newport News Redevelopment & Housing Authority (NNRHA) to encourage minority participation in all contracts. To implement this policy, we encourage minority participation through subcontracting or other methods in contracting. You must complete this form, indicating the percentage of this contract that will be subcontracted to minority businesses. FAILURE TO COMPLETE THIS FORM MAY RESULT IN YOUR RESPONSE BEING DECLARED NON-RESPONSIVE THUS ELIMINATING YOUR FIRM FROM CONSIDERATION FOR THIS PROJECT.

For the purpose of this commitment, the term "minority business" means a business at least 50% of which is owned and controlled by minority group members or, in the case of a publicly-owned business, at least 51% of the stock is minority owned and the business is controlled by minority group members. For the purpose of the preceding sentence "minority group members" are citizens of the United States who are African-Americans, Hispanics, Asians, Pacific Islanders, and American Indians.

Please indicate the percentage of minority business participation in this project. This refers to the percentage of the total dollar value of the Contract that will be subcontracted to minority firms:

_____ %

NNRHA will consider minority participation in awarding the Contract. NNRHA reserves the right to approve or disapprove any subcontractors.

If you need assistance with identifying minority firms in this area, please contact Hampton Roads Community Action Program (HRCAP), at (757) 247-6747 or the Virginia Department of Minority Business Enterprise at 111 East Main Street, Suite 300, Richmond, VA 23219 at (804) 786-6585.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the prospective Bidder to the commitment herein set forth.

Contractor's Name

Name of Authorized Officer (printed)

Date

Name of Authorized Officer (signed)

STATEMENT OF OFFEROR'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Offeror may submit any additional information they desire.

- 1) Name of Offeror

- 2) Permanent Main Office Address, including City, State, Zip Code, Phone Number, Fax Number and Email Address.

- 3) When organized?

- 4) If incorporated, when incorporated?

- 5) How many years have you been engaged in business under your present firm or trade name?
_____ years

- 6) Contracts on hand.
(List these, showing gross amount of each contract and the appropriate anticipated dates of completion).

- 7) General character of work performed by your company.

- 8) Have you ever failed to complete any work awarded to you? If so, where and why?

- 9) Have you ever defaulted on a contract? If so, where and why?

ATTACHMENT D

REFERENCES: Provide at least five (5) references for this type of work performed in the last five (5) years. Work performed for Newport News Redevelopment and Housing Authority is an acceptable reference. Include the date service was furnished and the name, address and phone number of the person the Authority has your permission to contact.

<u>Name of Company</u>	<u>Date of Service</u>	<u>Contact</u>	<u>Phone No.</u>
1)			
2)			
3)			
4)			
5)			

Contractor's License Number: _____ Class _____

Number of employees that will be assigned to this contract _____.

SUBCONTRACTORS: Attach a list of all known sub-contractors who will be working on this project. Failure to submit this required information may cause your offeror to be deemed non-responsive.

ATTACHMENT E

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

Being first duly sworn, deposes and says that:

(1) He/she is _____ of
(Owner, Partner, Officer, Representative or Agent)

_____, the Bidder that has submitted the attached bid;
(Name of Company)

(2) He is fully informed respecting the preparation and contents of the attached bid and all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive sham;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, 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 unlawful agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in 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 Newport News Redevelopment & Housing Authority or any person interested in the proposed contract; and

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

(Name)

(Title)

Subscribed and Sworn before me

This ____ day of _____, 20 ____

My Commission Expires _____

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

- (2) 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.

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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:]

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/95)

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title: