



**Newport News Redevelopment & Housing Authority**  
**Division of Purchasing**  
**227 – 27<sup>th</sup> Street • P.O. Box 797**  
**Newport News, VA 23607**  
**Phone: (757) 928-2632 Fax: (757) 247-6535**  
**[www.nnrha.com](http://www.nnrha.com)**

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**Request for Proposals (RFP) for the  
Sale and Development of Vacant Lots  
in the Marshall-Ridley Choice  
Neighborhood  
RFP #SDVL-03-21**

**Issue Date: March 30, 2021**  
**Closing Date: April 28, 2021 @ 2:00 PM**

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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) 245-2144  
[www.nnrha.com](http://www.nnrha.com)

**Proposal Due Date and Time: April 28, 2021 @ 2:00 p.m.**

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office until the date and hour shown (local prevailing time), for furnishing the described services. **Proposals 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 offeror to ensure that its proposal reaches the issuing office by the designated date and hour.** The official time used in the receipt of proposals 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 email [cmccullough@nnrha.org](mailto:cmccullough@nnrha.org). Any changes to this proposal document will be issued as addenda, and will be on file in the Division of Purchasing until proposals are opened. All such addenda will become part of the contract and all offers will be bound by such addenda, whether or not received by the offeror. Written questions should be submitted ten (10) days prior to the closing date of the proposal, **April 14, 2021 @ 5:00 p.m.**

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

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.

The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal, and is authorized to contract on behalf of firm named below.

Company Name: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Sale and Development of Vacant Lots in the  
Marshall-Ridley Choice Neighborhood  
RFP # SDVL-03-21

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ATTACHMENT C	Agreement for Purchase and Sale of Real Property
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ATTACHMENT E	Section 3 Business Self Certification Form (If applicable) *

**All forms identified with a red \* must be completed and submitted with the RFP.**

## I. PURPOSE

The Newport News Redevelopment and Housing Authority (NNRHA) is seeking qualified Residential Developers/Contractors to construct one or more single-family dwelling units on in-fill parcels as described in this proposal. The available properties listed in this proposal must be developed and sold as owner-occupied dwellings.

## II. BACKGROUND

Founded in 1939, the Newport News Redevelopment and Housing Authority (NNRHA) is the primary provider of new homebuyer opportunities and affordable housing for lower and moderate-income families on the Virginia peninsula. The NNRHA is the redevelopment arm for the City of Newport News and acquires property for redevelopment, undertakes property rehabilitation, and manages the City's Consolidated Housing and Community Development programs.

The mission of NNRHA is to maintain and create affordable housing, viable neighborhoods, and opportunities for self-sufficiency that enhance the quality of life of all citizens of Newport News. The Authority has established strong partnerships with public and private organizations and addresses the community's revitalization through a comprehensive strategy.

## III. PROJECT SITE DESCRIPTION

Attached is a list of available city-owned vacant parcels that will be made available to proposer(s) to design, construct and sell owner-occupied, single-family, residential infill development in the Marshall-Ridley Choice Neighborhood Initiative Area. The lots are comprised of various size lots some of which will be combined to create fourteen (14) buildable lots. See **Attachment A** for the list of available lots.

## IV. DEVELOPMENT OPPORTUNITY SUMMARY

The available properties listed in this proposal must be developed as single-family owner-occupied dwellings. Applications may be submitted for one, some, or all of the above-identified parcels. The successful developer(s)/contractor(s) will be required to take title to the subject parcel. The subject parcel(s) awarded will be sold to the selected developer(s)/contractor(s) for

the current assessed value per lot and will be subject to the terms of the Development Agreement. A copy of the Agreement for Purchase and Sale of Real Property is attached (**Attachment C**).

Developers should include a summary of a typical sale transaction in their proposal. NNRHA is requesting that developers submitting proposals include a portfolio of their work, including any documentation of partnerships to develop housing in areas undergoing redevelopment. Additionally, a list of the proposed Development Team includes the General Contractor, Realty Firm, and Mortgage Company.

The selected proposer(s) will be responsible for all pre-development, plans, entitlements, and construction costs and will be required to obtain all permits and approvals from the appropriate City Departments.

No other funds/subsidy/funding is available. If the request for additional funds is made in the application, the application will be deemed "non-responsive" and not considered.

Construction of the structure must begin within 120 days of the executed Development and Disposition Agreement.

## **V. PROPOSAL PREPARATION AND SUBMISSION**

### **A. General Requirements:**

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. The Offerors can submit a response for a single or multiple available properties. The response needs to be included in **one single binder** with a section for each proposed property to include the address and proposed development. One original binder and four (4) copies of each proposal and one electronic copy provided on a USB drive must be submitted to:

**Newport News Redevelopment & Housing Authority  
Division of Purchasing  
227 27th Street  
Newport News, VA 23607**

### **2. Proposal Preparation:**

a) Proposals shall be signed by an authorized representative of the offeror. 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 a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by NNRHA at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b) Proposals should be prepared simply and economically providing straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c) Past performance shall not be older than five (5) years. Any past performance submitted that is older than five years will not be counted as experience.
- d) 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. 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.
- e) 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 are 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.

## **VI. PROPOSAL REQUIREMENTS**

Developers should include in their proposals the one-story and two-story designs they intend to have built. NNRHA will evaluate whether the proposed designs are compatible with other predominate single-story and two-story housing designs in the Southeast Community. NNRHA and the City of Newport News will ultimately determine the appropriate design for each of the

fourteen (14) sites.

Respondents shall provide sufficient detail to enable an evaluation of the proposal. NNRHA reserves the right to reject any and all proposals and waive any informalities. NNRHA further reserves the right to negotiate reasonable changes in the proposals submitted and waive non-essential requirements of this Request for Proposals.

## VII. SPECIFICATIONS

Given this project's concentrated nature, NNRHA is interested in housing designs utilizing a variety of front facade design elements. The use of such features will help minimize excessive design repetition among the new homes. Developers are encouraged to propose designs similar to houses previously constructed by their firm so long as such designs are compatible with the predominant housing designs in the Marshall-Ridley Choice Neighborhood and the City's Southeast Community.

Developers will be required to sign an Agreement for Purchase and Sale of Real Property, which includes a Development Agreement (**Attachment C**) with the Authority. The proposed house design and size must be compatible with 50 ft. wide lots. Since the City of Newport News requires a minimum property set-back of 10% on each side of a new residential structure, the effective width of a proposed detached single-family house under this proposal should not exceed those minimum setbacks. If located on a corner lot, the driveway and garage shall be accessed from the side street.

### A. Minimum Features

New construction should respect the typical height of surrounding structures; replicate a same number of stories as the majority of structures within the block; respect the vertical orientation of the existing structures; use a building form that is compatible with neighboring structures; replicate typical rhythms and orientation of fenestration and other openings; entrances must face the street; all structures must have front porches. The structures should be contemporary in style yet compatible with the surrounding historic structures.

The house designs proposed by the offeror should incorporate the following design criteria:

#### 1) Living Area

- a) A minimum of 1400 square feet of net finished living space excluding garage area.
- b) A minimum of 1.5 baths and 3 functional bedrooms.
- c) Each house design shall include at least a one-car garage. If attached, the garage

should be recessed at least 18' from the front of the house.

## **2) Walkways / Front Porch**

- a) A masonry walkway of at least three feet in width from the front steps to the front sidewalk, curb, or driveway.
- b) A covered front porch with a depth of no less than 4 feet and as wide as possible without jeopardizing the facade's architectural integrity.
- c) A crawl foundation with brick front steps and brick cover on ALL visible sides of the foundation walls.
- d) If appropriate to the proposed design, 5" PVC or equivalent turn post columns supporting the roof over the front porch.

## **3) Exterior Materials**

Contemporary materials such as synthetic sidings and railings should be of high quality and have no less than a 30-year warranty. Vinyl panels should be at least .40 inches thick unless used on soffits which should not be less than .5 inches thick. Cementitious siding (Hardy planks or panels) are also favored but should be of a good quality and factory painted. Brick veneers and full brick details are encouraged in blocks where brick details prevail.

- a) Paneled insulated metal or fiberglass entrance doors with standard height and ADA compliant peepholes.
- b) Vinyl siding, exterior doors and trim of neutral or subtle colors.
- c) PVC or equivalent porch railings of neutral or subtle colors complementary of the color of the house.
- d) Unpainted salt-treated wood for rear decks (if part of design). (Stains may be used on decks but must complement the color scheme of the house.)

## **4) Landscaping**

- a) Any healthy mature trees should be saved if possible (trimmed/pruned).
- b) Foundation plantings within mulched plant beds.
- c) Fine graded lawn area with a minimum of four (4) inches of top-soil (not fill) and seeded with a layer of straw to protect the seed and retain moisture.
- d) On lots where mature trees cannot be preserved, the Developer will be required to plant six (6) shrubs and one (1) ornamental tree with the following characteristics:
- e) Upright growing material must be 24" tall when planted, and horizontal growing material must have a spread of 18" to 24".
- f) New trees must be at least eight (8) feet tall when planted.
- g) At minimum, plantings must be included along the front facade on interior lots. For corner lots, additional plant material must be provided along the side of the

house adjacent to the street.

**B. Energy Efficient Design Specifications**

The Developer must ensure that the houses meet all applicable federal, state, and local codes. NNRHA strongly encourages contractors to incorporate energy-efficient elements into their housing designs and will receive bonus points for utilizing building methods consistent with green building programs. More information can be found at [viridian.org](http://viridian.org).

**VIII. EVALUATION OF PROPOSALS**

The RFP Evaluation Panel will evaluate all responsive proposal packages received by NNRHA within the established deadline that meet the submission requirements. The Authority reserves the right to reject any or all responses or to terminate development negotiations at any time. NNRHA reserves the right to negotiate and award separate or multiple contracts for the elements covered by this RFP in any combination it may deem appropriate. Proposals will be reviewed and scored on a competitive basis using the evaluation criteria below:

EVALUATION FACTORS/SUB FACTORS		POINTS
<b>A. Proposed Units</b>		<b><u>50</u></b>
1) The sales price for the proposed residential units. Sales price should reflect full market appraised value yet provide down payment assistance and/or a gift of equity for homebuyers in consideration of NNRHA conveying the lot for the current assessment.	20	
2) Features and amenities provided by the proposed residential units.	20	
a) The extent to which each design addresses minimum features and amenity specifications.		
b) Unit construction schedule and marketing structured to enable completion of the project by December 31, 2021.		
3) Appropriateness of the proposed design(s) relative to the predominant single-family housing designs in the Southeast Community.	10	
a) Use of interchangeable front facade elements.		
b) Designs compatible with existing architectural styles.		
c) The extent to which Developer institutes progressive building		

technologies, devices and/or appliances to improve the quality, durability, environmental efficiency, and affordability of their homes.		
<b>B. Developer Experience/Capability/Past Performance</b>		<b><u>45</u></b>
Experience and capacity of the firm relative to construction management, project oversight, and marketing of affordable single-family detached homes		
a) Record of Past Performance of the firm with respect to such factors as size and scope of residential developments completed, ability to meet schedules, and ability to sell product in challenging market conditions.		
b) Firm's general characteristics including integrity, business and financial capacity, standing in the professional community, creativity, and demonstrated capacity to work on an urban in-fill development with multiple participants in the project.		
<b>C. Section 3 Business Status</b>		
Awarded to those respondents who demonstrate they are a Section 3 Participation Business (see ATTACHMENT G -Section 3 Business Self Certification Form and complete if applicable)		<b><u>5</u></b>
<b>Total Points</b>		<b>100</b>

## IX. MANDATORY SUBMITTALS

The following Mandatory Submittals that must be included as a part of the proposal and received by the due date and time are:

- |              |  |
|--------------|--|
| ATTACHMENT D | Terms and Conditions *                                       |
| ATTACHMENT E | Section 3 Business Self Certification Form (If applicable) * |

## X. EVALUATION AND SELECTION PROCESS

During the initial evaluation phase, proposals are technically reviewed by the Evaluation Committee which determines if all requirements of the RFP are addressed.

Once the qualified Offerors have been determined, the Evaluation Committee shall rank all proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited based on the factors listed in the RFP. Negotiations shall then be conducted with each of the Offerors so selected. After negotiations have been conducted with each offeror so selected, award shall be made to the offeror(s) that have made the best proposal and provides the best value.

All costs associated with the proposal preparations and presentations will be at the expense of the Offeror.

## **XI. PRE-PROPOSAL CONFERENCE**

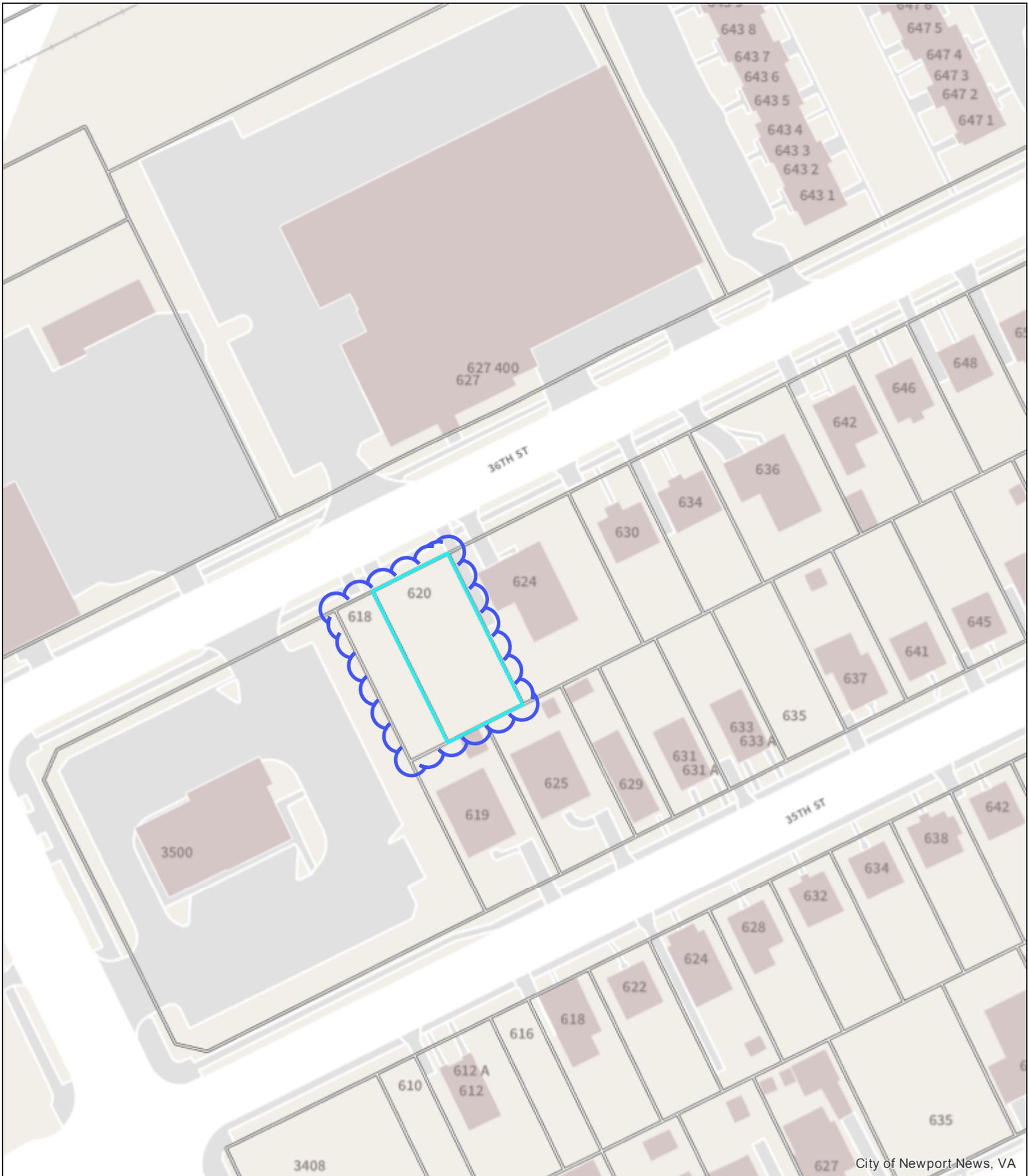
At this time no Pre-Proposal Conference is scheduled.

## **XII. AMENDMENTS**

Amendments for this solicitation will be posted at: <http://nnrha.com/solicitations.html>. Check the website regularly for updates. Failure to acknowledge amendments may affect eligibility for a contract award.

**ATTACHMENT A**  
**List and Maps of Vacant Lots**

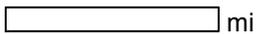
<b>Buildable Lot</b>	<b>SITE ADDRESS</b>	<b>PARCELID</b>	<b>DIMEN</b>	<b>Story Requirement</b>	<b>Sales Price Based on Current Assessment Value of combined lots</b>
1	620 36TH ST	299040504	50X100	NA	<b>\$15,000</b>
	618 36th ST	299040503	25X100		
2	729 20TH ST	312040338	25X100	NA	<b>\$15,000</b>
	731 20TH ST	312040337	25X100		
	733 20TH ST	312040336	25X100		
3	731 33RD ST	300030421	50X100	NA	<b>\$9,000</b>
4	735 21ST ST	312020452	25X100	NA	<b>\$15,000</b>
	737 21ST ST	312020451	25X100		
	739 21ST ST	312020450	25X100		
5	710 29TH ST	306010546	50X100	2	<b>\$9,000</b>
6	1610 MADISON AVE	316000303	25X100	NA	<b>\$15,000</b>
	1612 MADISON AVE	316000302	25X100		
	1614 MADISON AVE	316000301	25X100		
7	635 34TH ST	305020417	75X100	NA	<b>\$15,000</b>
8	652 20TH ST	312040720	25X100	NA	<b>\$9,000</b>
	654 20TH ST	312040721	25X100		
9	725 16TH ST	316000327	50X100	NA	<b>\$9,000</b>
10	738 18TH ST # B	312040617	25X100	2	<b>\$9,000</b>
	740 18TH ST	312040618	25X100		
11	2803 MADISON AVE	306030233	50X100	2	<b>\$9,000</b>
12	744 20TH ST	312040422	25X100	NA	<b>\$ 15,000</b>
	746 20TH ST	312040423	25X100		
	748 20TH ST	312040424	25X100		
13	2005 MARSHALL AVE	312020434	50x100	2	<b>\$9,000</b>
14	737 20TH ST	312040334	37.5X100	NA	<b>\$15,000</b>
	741 20TH ST	312040331	37.5X100		



City of Newport News, VA

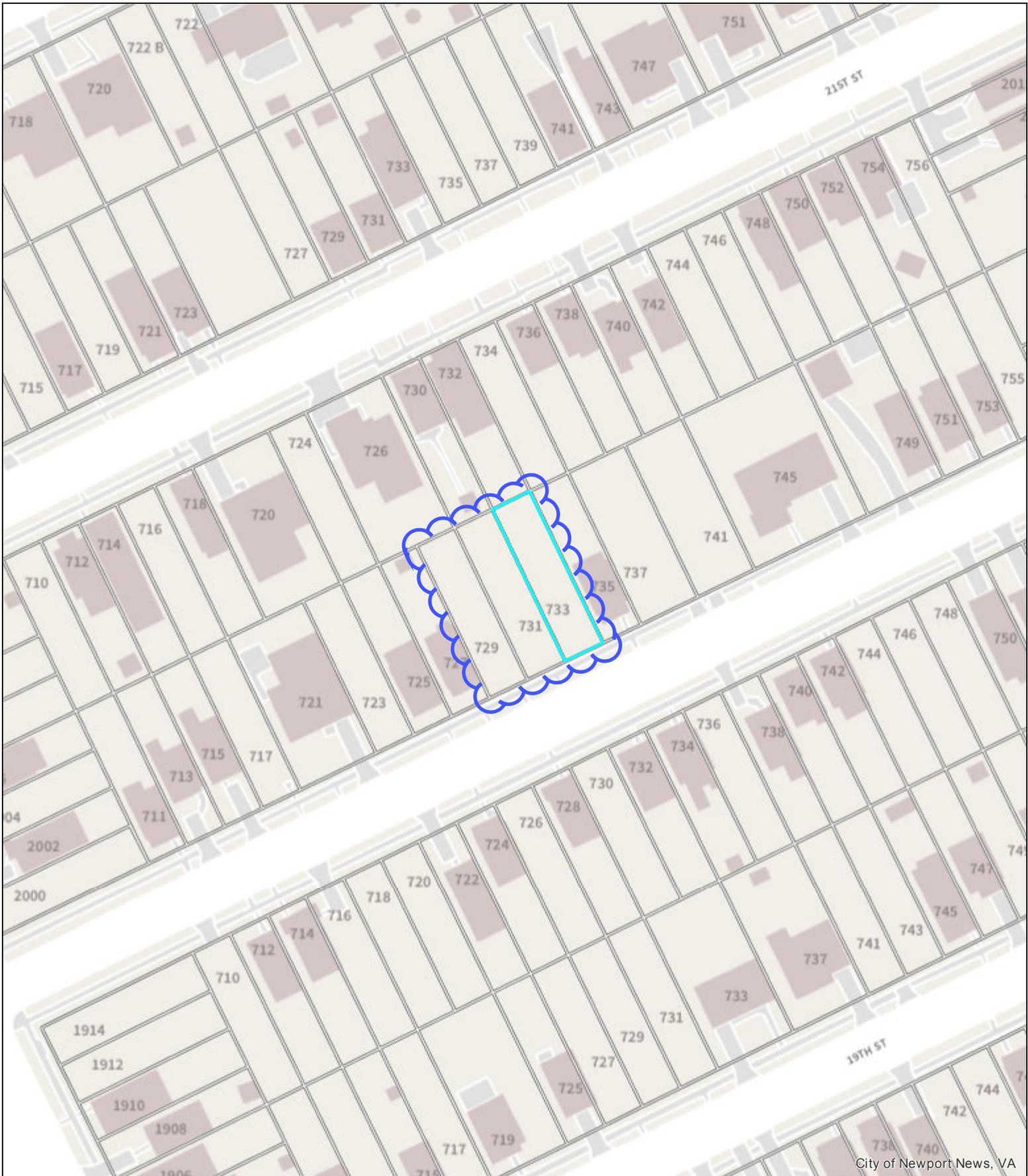


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# 620 36th Street

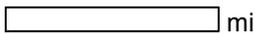




City of Newport News, VA

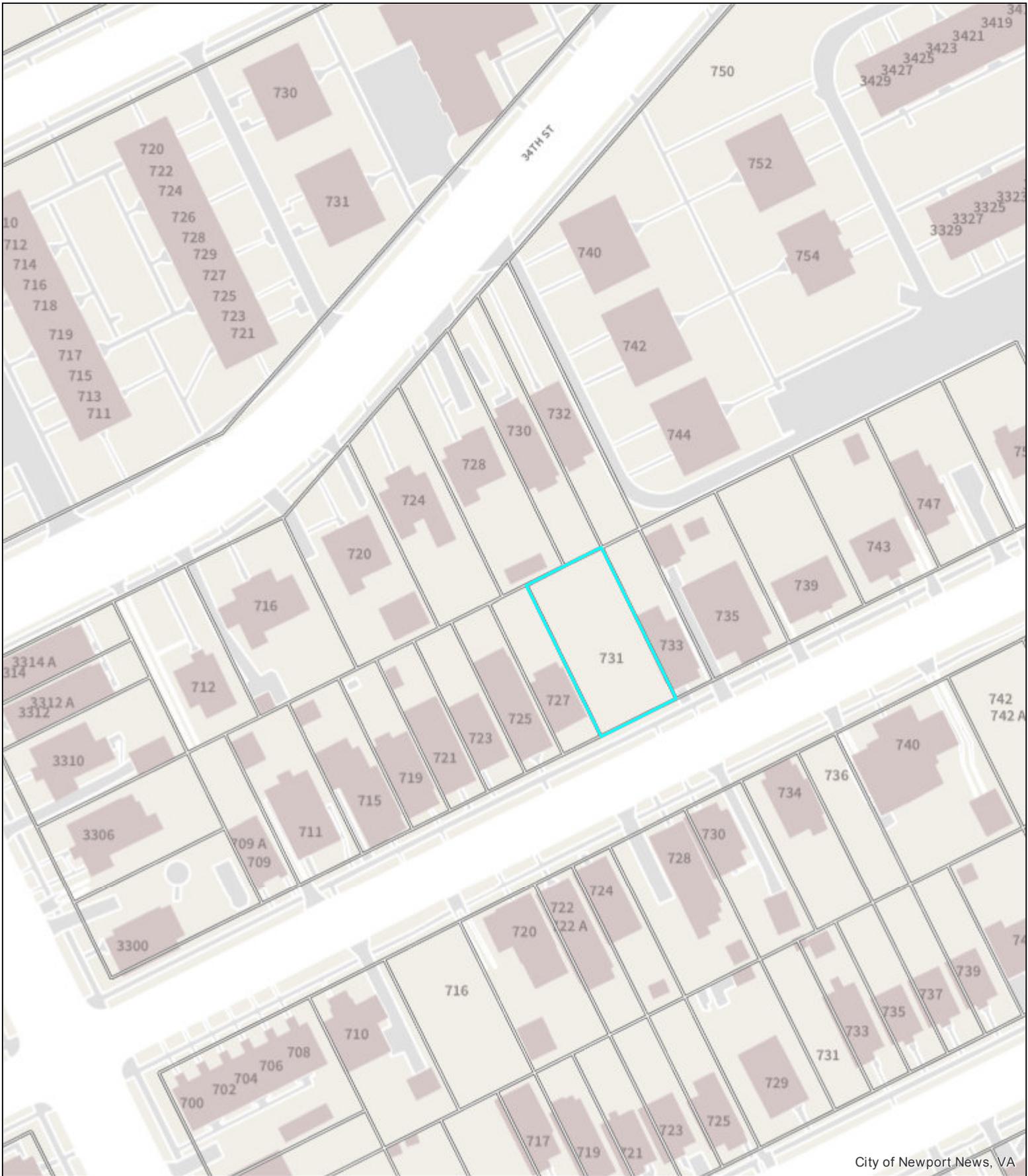


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729,731, 733 30th Street





City of Newport News, VA

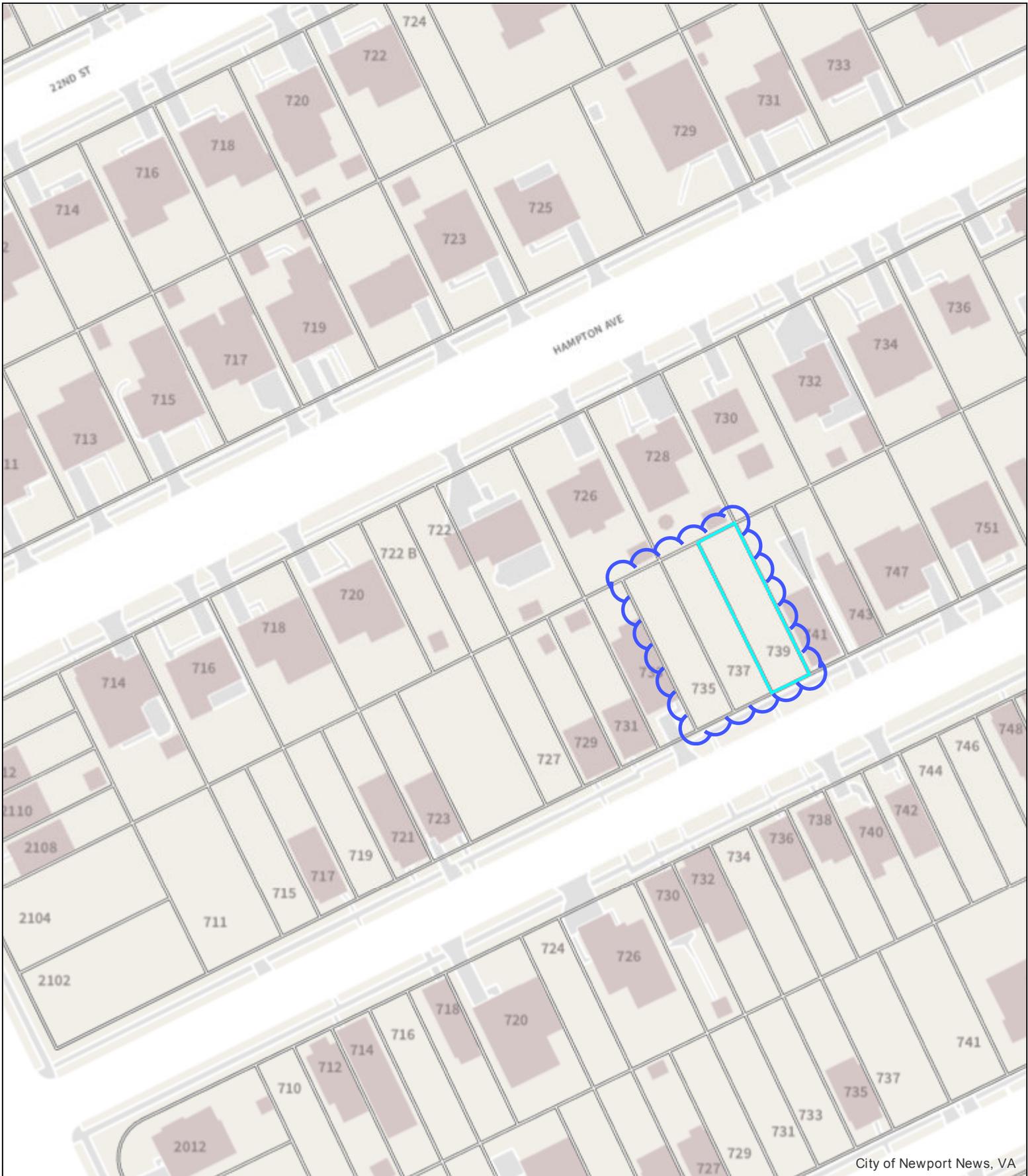


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731 33rd Street





City of Newport News, VA



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735, 737, 739 21st Street

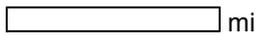




City of Newport News, VA



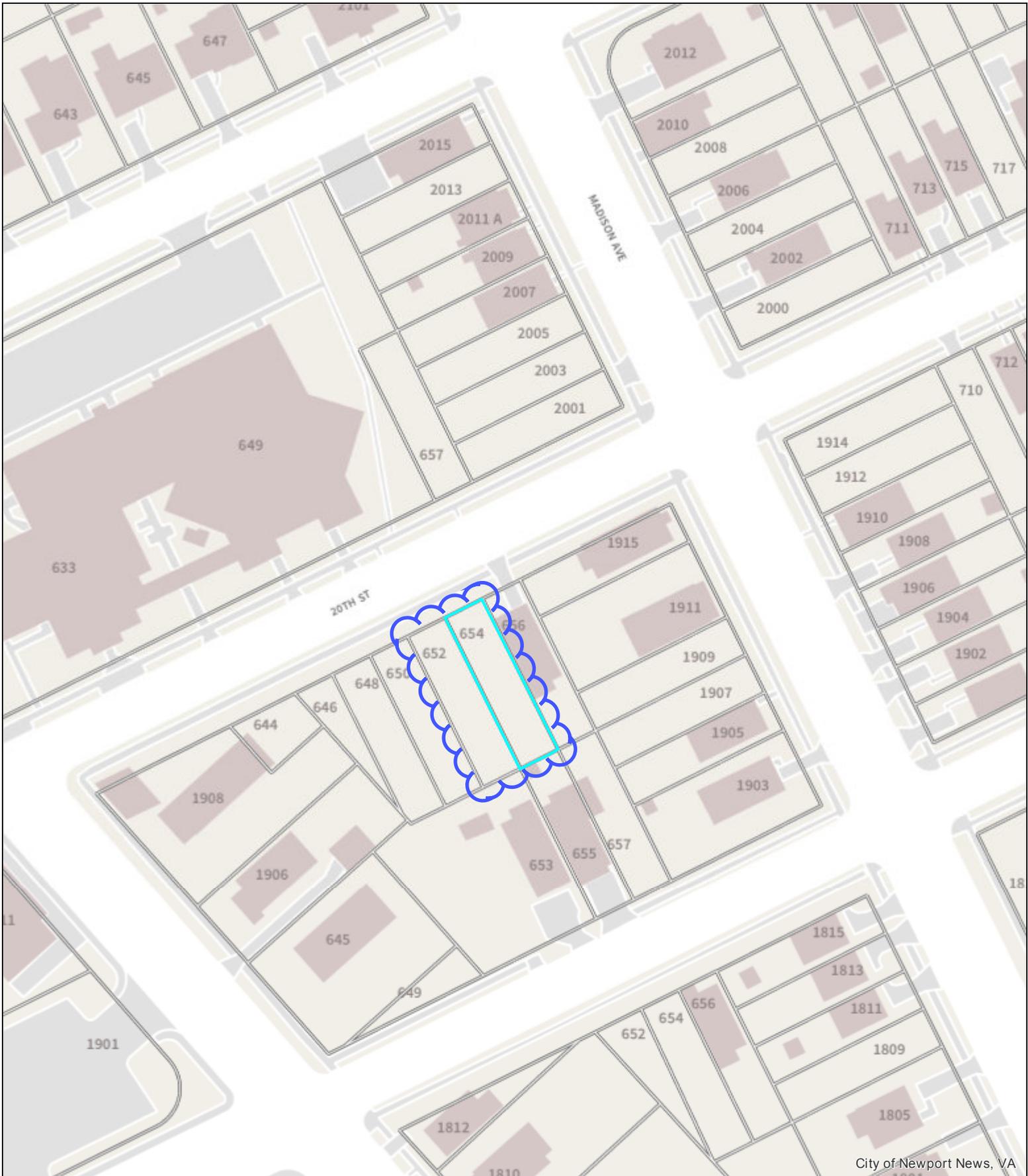
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# 710 29th Street



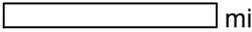




City of Newport News, VA

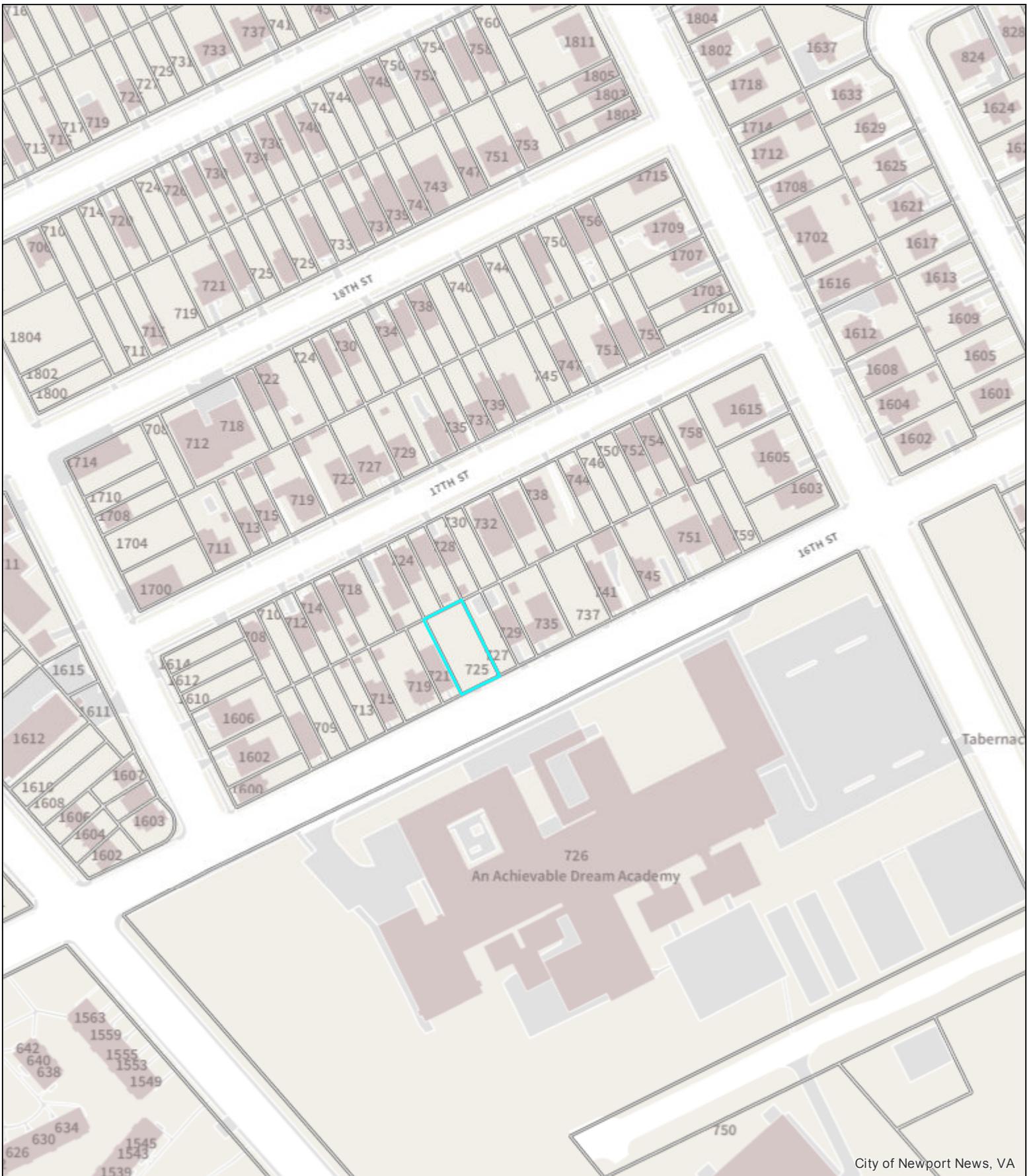


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652, 654 20th Street





City of Newport News, VA

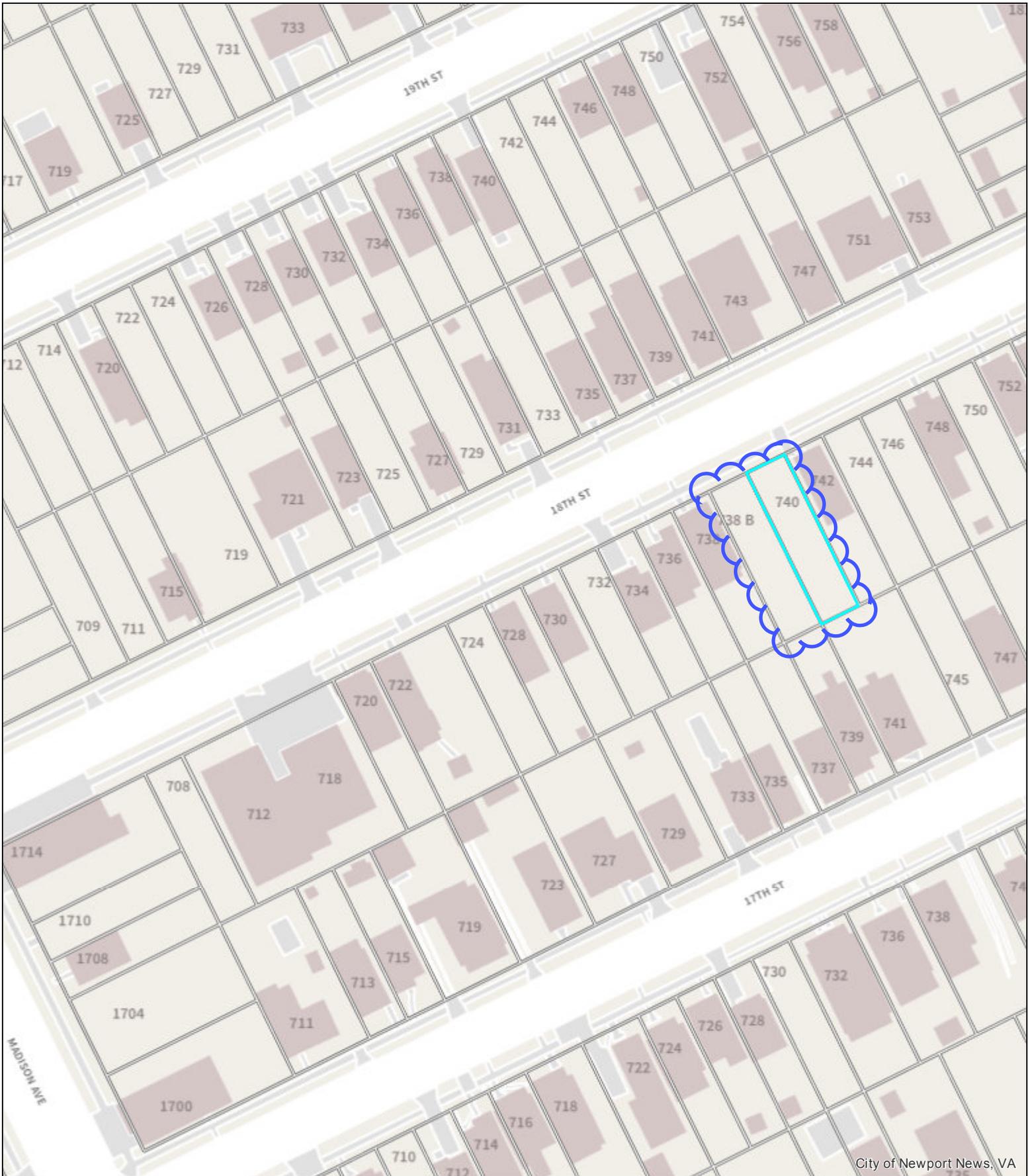


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# 725 16th Street





City of Newport News, VA



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738 18th Street #B, 740 18th Street

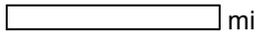




City of Newport News, VA



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2803 Madison Avenue

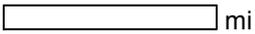




City of Newport News, VA

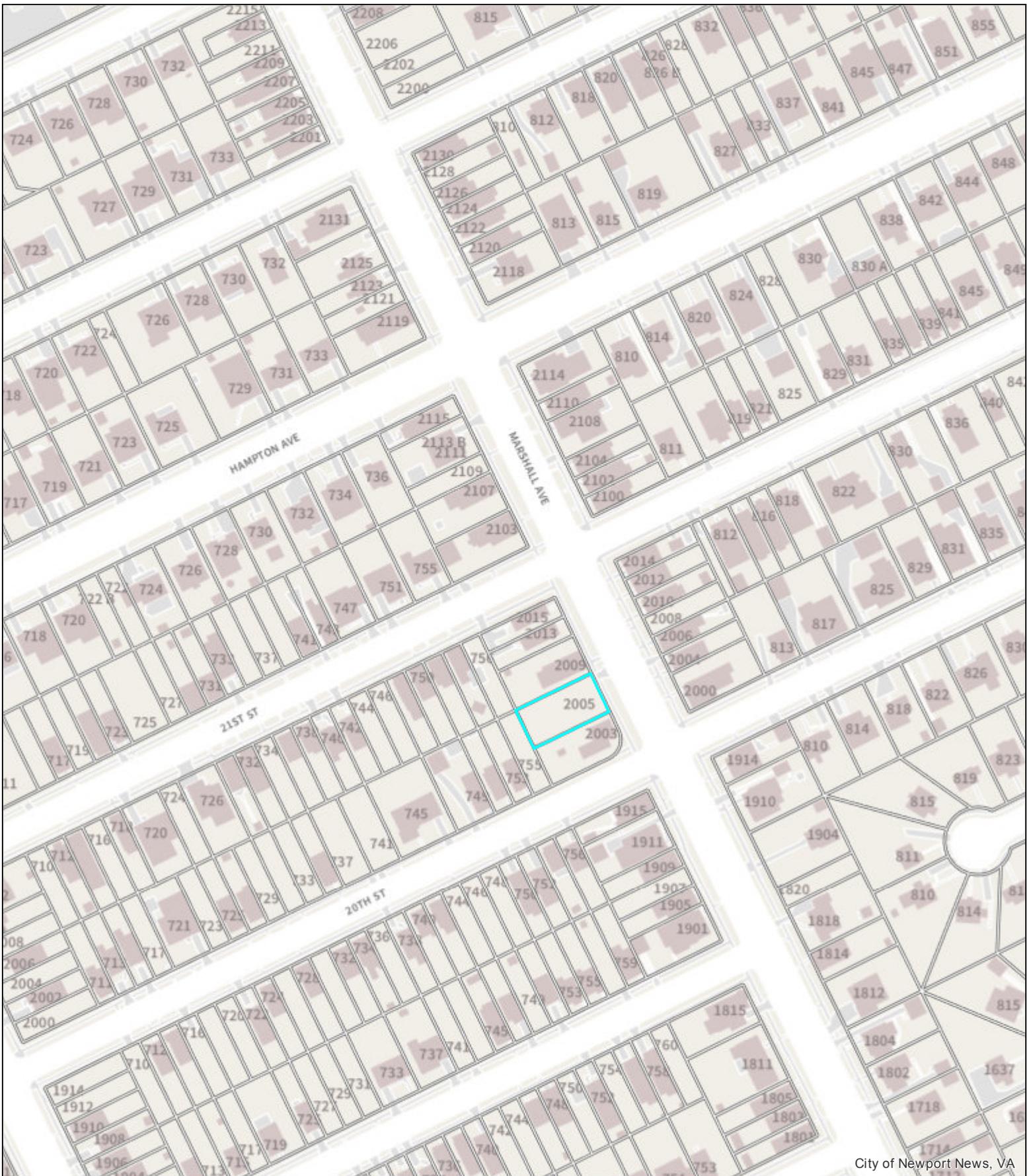


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744, 746, 748 20th Street

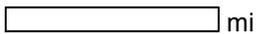




City of Newport News, VA

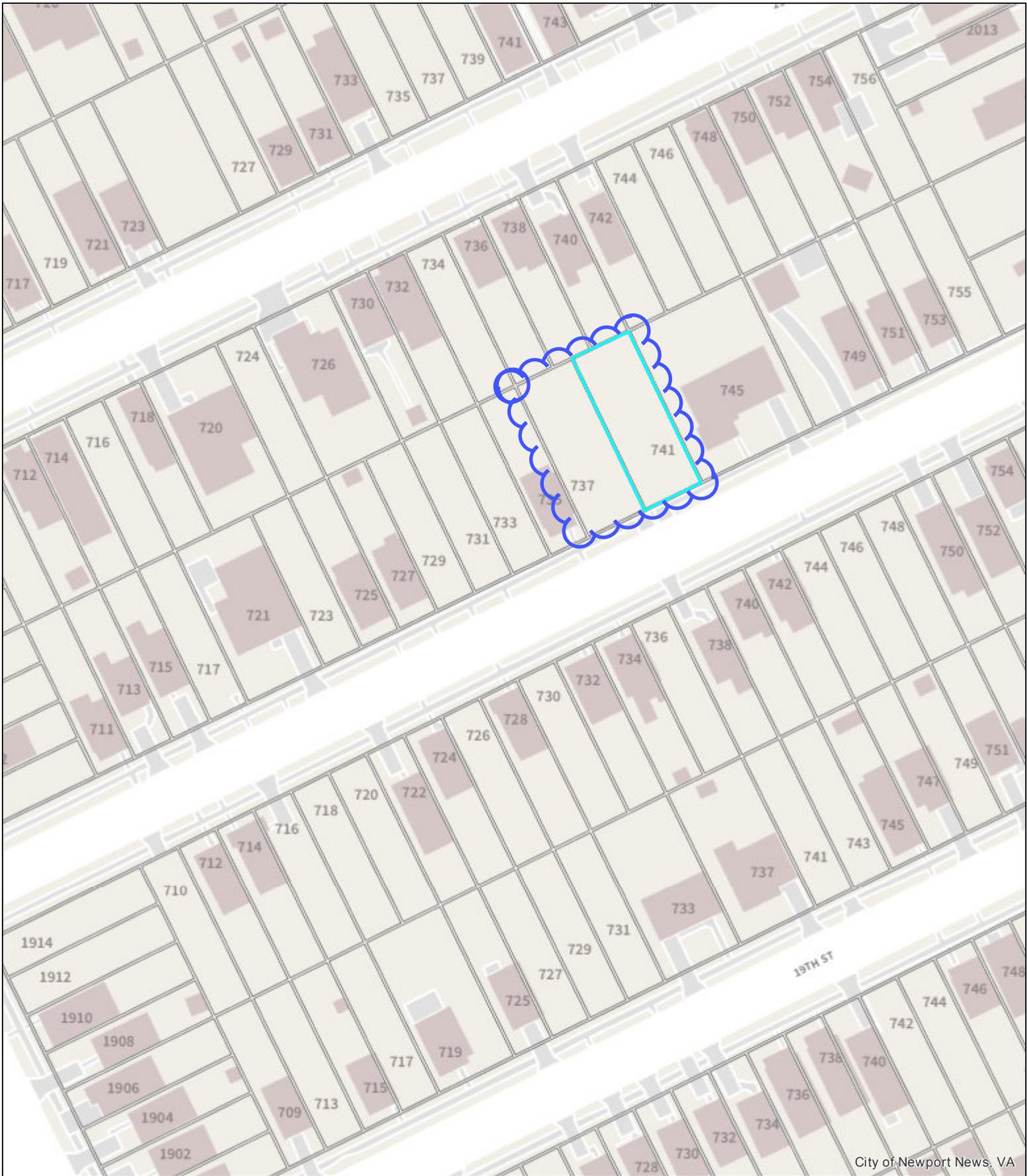


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## 2005 Marshall Avenue

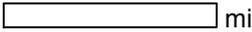




City of Newport News, VA



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# 737, 741 20th Street



# ATTACHMENT B

## Marshall-Ridley Choice Neighborhood Map



Newport News Choice Neighborhood | Neighborhood Map

- |   |                                   |   |                                     |
|---|-----------------------------------|---|-------------------------------------|
|  | Newport News Choice Neighborhood  |  | Southeast Redevelopment             |
|  | Target Housing Authority Property |  | Jefferson Ave Corridor Improvements |
|  | Affordable Housing                |  | Houses of Worship                   |
|  | Educational Facilities            |  | Community Resources                 |
|  | Parks / Open Space                |   |                                     |

ATTACHMENT C

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

This Agreement for Purchase and Sale of Real Property ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("Seller"), and \_\_\_\_\_, a Virginia \_\_\_\_\_ company ("Purchaser").

R.1 Seller is the sole owner in fee simple of certain real property and improvements thereon, if any, located in Newport News, Virginia, described on Exhibit A, being a portion of land known as \_\_\_\_\_, **Newport News, Virginia**.

R.2 Seller is desirous of selling the said real property together with other property related thereto, if any, and Purchaser is desirous of purchasing said real property, subject to a Development Agreement to be entered into by the parties (the "Development Agreement"); and now, therefore,

FOR and in consideration of Ten Dollars (\$10.00) cash in hand paid by Purchaser to Seller, receipt of which is hereby acknowledged, and the mutual promises hereafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be fully and legally bound, hereby agree as follows:

1.1. **DEFINITIONS.** As used in this Agreement unless the context otherwise requires or it is otherwise herein expressly provided, the following terms shall have the following meanings:

"Effective Date" shall mean the date of the last signature of a party hereto.

"Property" shall mean the lot or parcel of land and improvements, if any, as described on Exhibit A.

"Purchase Price" shall be \_\_\_\_\_ 00/100 DOLLARS (\$\_\_\_\_\_).

"Purchaser" shall mean \_\_\_\_\_ with an address of \_\_\_\_\_.

"Seller" shall mean the Newport News Redevelopment and Housing Authority, Virginia, a political subdivision of the Commonwealth of Virginia, with an address of 227 – 27<sup>th</sup> Street, Newport News, Virginia 23607.

"Settlement" and/or "Closing" shall mean the consummation of the sale and purchase provided for in this Agreement to occur as provided in Paragraph 9 hereof.

ATTACHMENT C

“Development Agreement” shall mean that development agreement to be entered into by the parties and made as an exhibit to the Deed.

2. PURCHASE AND SALE. The Seller agrees to sell and convey and the Purchaser agrees to purchase the Property upon the terms set forth hereinafter.

3. PURCHASE PRICE AND PAYMENT.

The Purchase Price shall be paid as follows:

\$ \_\_\_\_\_ Due at Closing  
\$ \_\_\_\_\_ Total Sales Price

The total sales price shall be deposited with the Escrow Agent at Closing and used in accordance with Section 10 of this Agreement.

4. DEFAULT/TERMINATION.

4.1 In the event Purchaser fails or refuses to go to Settlement in compliance with the terms hereof, and the Seller has not defaulted hereunder, the Seller shall so notify the Purchaser in writing and this Agreement shall be terminated and neither party shall have any further obligations hereunder.

4.2 In the event Seller fails or refuses to go to Settlement or to perform its obligations in compliance with the terms hereof, then Purchaser shall so notify the Seller in writing and this Agreement shall be terminated and neither party shall have any further obligation hereunder.

5. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller makes no warranty, express or implied, and is selling the Property “AS IS”.

6. ADDITIONAL UNDERTAKINGS OF THE PARTIES

6.1 The parties agree to simultaneously enter into a Development Agreement, a copy of which is attached hereto and made a part hereof as Exhibit B and will be an exhibit to the Deed.

6.2 At Settlement, the Seller agrees to execute, acknowledge and deliver to the Purchaser a special warranty deed ("Deed") in proper form for recording, conveying the Property to the Purchaser free and clear of all liens. The Deed will contain a reverter clause, as set forth in the Development Agreement.

6.3 The Seller agrees to give possession and occupancy of the Property on the date of Settlement, free and clear of any and all leases or other rights in any third party.

6.4 Seller agrees to deliver the following to the Purchaser at Settlement:

- (i) The fully executed Special Warranty Deed.

## ATTACHMENT C

- (ii) Seller's affidavit.
- (iii) Non-foreign status affidavit;
- (iv) Any other documents reasonably required by Purchaser.

7. OWNER'S AFFIDAVIT AND INDEMNITY BY SELLER. Seller represents and warrants to Purchaser that all contractors, sub-contractors, laborers, materialmen or other parties rendering professional services to improve or benefit the Property have been or will be paid in full by Seller prior to Settlement, and Seller shall deliver to Purchaser at Settlement final lien waivers and/or releases of liens from all such parties. Furthermore, Seller agrees to execute and deliver at Settlement such affidavits or indemnities as Purchaser's title insurance company shall reasonably require in order to delete from Purchaser's title insurance policy all standard exceptions for unfiled mechanic's, materialmen's or similar liens except exceptions approved by Purchaser.

8. SETTLEMENT. The Settlement shall be held at the offices of Purchaser's attorney (the "Escrow Agent" and "Settlement Agent"), on or before \_\_\_\_\_, 2021 (the "Settlement Date"). At closing, Purchaser shall deposit all proceeds with the Escrow Agent.

9. TENDER OF SETTLEMENT. The delivery by the Purchaser of the Purchase Price, and by Seller of, the executed Deed together with all other documents and instruments required to be delivered by either party to the other by the terms of this Agreement shall be deemed to be a good and sufficient tender of performance of the terms hereof.

10. SETTLEMENT OBLIGATIONS OF THE PARTIES. The cost of title examination and state and county taxes payable in connection with the recording of the deed shall be paid by Purchaser, and the Virginia Grantor's Tax shall be paid by Seller. Other settlement costs shall be charged as is customary in Virginia. Each shall pay fees charged to them and as agreed upon by them with their respective attorney. Real estate taxes, utilities and property owners' association fees, if any, will be prorated as of the Settlement. Seller shall pay all rollback taxes if applicable. At Settlement, Seller shall satisfy all deeds of trust or similar liens to which the Property is subject or shall make provision satisfactory to Purchaser for full and complete satisfaction.

11. RISK OF LOSS AND CONDEMNATION. Risk of loss shall be born by Seller prior to Settlement. However, in the event of any damage to the Property prior to Settlement, the Purchaser shall have the election to close as required hereunder without diminution in the Purchase Price and with the assignment by Seller of all its interest in payments for damage to the Property. In the event of a condemnation of any part of the Property prior to Settlement, the Purchaser shall have the option in its sole discretion to terminate this Agreement or to proceed to Settlement with any condemnation award paid or credited to Purchaser at Settlement.

12. ENTIRE AGREEMENT. The Recitals and Exhibits and documents referred to therein are hereby incorporated into this Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement or other agreements referred to herein shall be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the purchase and sale

## ATTACHMENT C

of the Property, and all prior negotiations between the parties are merged in this Agreement, and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, expressed or implied, between them other than as herein set forth.

13. BURDEN AND BENEFIT. All terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

14. GOVERNING LAW. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all terms and provisions hereof shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia as now adopted or as may be hereafter amended. Venue and jurisdiction for any action hereunder shall be in the Circuit Court for the City of Newport News, Virginia and the parties submit to the jurisdiction of said court.

15. NOTICES. All notices, requests, demands or other communications hereunder shall be in writing and shall be effective when delivered personally or three (3) business days after mailing if sent by U.S. registered or certified mail, return receipt requested, and postage prepaid, addressed as first set forth above or to such other address as may be given by any party to the other party by notice in writing.

16. HEADINGS. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

17. COUNTERPART ORIGINALS. This Agreement may be executed in two or more counterpart originals all of which counterparts shall have the same force and effect as if all the parties hereto had executed a single original of this Agreement.

18. TIME. Time is of the essence as to the deadlines and dates set forth herein.

19. ADVICE OF COUNSEL AND CONSTRUCTION. All parties to this Agreement have been represented by counsel or have had the opportunity to be so represented. Accordingly, the rule of construction of contract language against the drafting party is hereby waived by both parties.

20. SURVIVAL. The representations, warranties, covenants, agreements and indemnities set forth in this Agreement shall survive the Settlement under this Agreement.

21. BROKERAGE AND DISCLOSURE. The parties acknowledge and agree that no broker or real estate agent is involved in this transaction and no brokerage commission is due.

22. BOARD APPROVAL. This Agreement is contingent upon formal approval by the Board of Commissioners of the Newport News Redevelopment and Housing Authority, which formal approval shall be provided prior to the Settlement Date.

ATTACHMENT C

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

SELLER:

NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY

Date: \_\_\_\_\_

By \_\_\_\_\_

Executive Director

PURCHASER:

Date: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_, Manager/Owner

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ATTACHMENT C

**EXHIBIT A**

Parcel Description – To Be Determined

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## ATTACHMENT C

### EXHIBIT B

#### NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY

#### DEVELOPMENT CRITERIA FOR NEWLY CONSTRUCTED SINGLE-FAMILY DETACHED HOUSING ASSISTED THROUGH NNRHA-ADMINISTERED PROGRAMS

The following development criteria apply to all single-family housing units newly constructed with assistance from the Newport News Redevelopment and Housing Authority (NNRHA). Entities covered by these criteria include private for-profit and non-profit organizations. Such assistance includes, but is not necessarily limited to, the conveyance of vacant property from NNRHA to the designated recipient, financial assistance provided for the acquisition and/or demolition of property, financial assistance for the relocation of occupants of acquired properties, and financial assistance for the construction of new single-family housing. All housing designs and site plans associated with projects receiving NNRHA assistance are covered by this development criteria; however, this criteria does not preclude the application of additional criteria as part of the NNRHA design and site review process.

1. Single-family detached housing shall be developed on a lot consisting of at least 5,000 square feet or greater depending on prevailing zoning requirements.
2. All houses shall be constructed on a crawl foundation with brick on the exterior of all foundation walls.
3. All houses shall feature front porches of sufficient width and depth to readily accommodate porch furniture which is able to seat at least four adults. (The ability to meet this requirement shall be considered as part of the NNRHA review process.) The front porch steps will be brick and the porch shall have 5" turn post columns or the equivalent.
4. The houses shall contain at least 1,200 square feet of living area including three bedrooms and two bathrooms.
5. Windows on the front of the house shall have decorative shutters where appropriate for the design.
6. Houses constructed on corner lots shall have setbacks from the street consistent with City zoning and providing a minimum distance of at least 20 feet from the side street or greater depending on city zoning requirements.
7. The house design shall be consistent with the prevailing neighborhood designs on the block surrounding the site for development. Accordingly, attractive one-story design shall be the norm for blocks where one-story units are predominant. Likewise, two-story designs shall be the norm for blocks where two-story units are predominant. In cases of blocks containing a mixture of designs, NNRHA shall consider the matter as part of design review.

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Covenants will be assigned to the property which prohibits: A) fencing in the front yard, B) satellite dishes readily visible from the street, and C) driveway additions.

8. The builder or Grantee shall commence construction on the single family home within ninety (90) days of the closing of the property and complete the home within one hundred eighty (180) days of closing.
9. The Deed shall contain a reverter clause in favor of NNRHA. If builder or Grantee violates or does not adhere to the Development Criteria, the property will, at NNRHA's sole option, revert back to NNRHA.

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## ATTACHMENT D

### 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 disqualification's 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

## ATTACHMENT D

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

## ATTACHMENT D

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:**

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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.

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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.



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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

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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

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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

## ATTACHMENT D

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 – 27<sup>th</sup> 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

## ATTACHMENT D

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.

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- 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 27<sup>th</sup> Street and displayed on the electronic bulletin board accessible via modem, or home page, on the World Wide Web at [www.nnrha.com](http://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.

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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

## ATTACHMENT D

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 Contractors 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/offers, all bidders/offers 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.

## ATTACHMENT D

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.

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- 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 E

**SECTION 3 BUSINESS SELF-CERTIFICATION FORM**

*(In compliance with Section 3 of the HUD Act of 1968)*

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

<b>Section 3 Business Category</b>	<b>Additional Required Data</b>	<b>Mark an "X" on your Election</b>
It is at least 51 percent owned by Low-or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 individual Self-Certification form for all low-and very low-income owners	
Over 75 percent of the labor hours performed for the business are performed by low-or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 individual Self-Certification for all low-and very low-income workers you list	
It is a business at least 51% percent owned by current public housing residents or residents who currently live in Section 8-assisted housing	Proof of ownership showing all owners and their percentages and a Section 3 individual Self-Certification form for all public housing and/or Section 8 owners	

I hereby certify to the US Department of Housing and Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. I understand, if found to be inaccurate, I may be disqualified to be classified as a certified Section 3 business.

Signature:	Date Signed:
Print Name:	Title:
Company Name:	Signers Email:
Address:	
Telephone Number:	

Type of Business: (Circle One)	Corporation	Partnership	Sole Proprietorship	Other
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ATTACHMENT E

**SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM**

*(In compliance with Section 3 of the HUD ACT of 1968)*

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The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individuals current year income annualized for the year you are being confirmed as low-income.

Printed Name: \_\_\_\_\_

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

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

To qualify as a Section 3 Person, you must meet one of the standards on the left side box and your income not exceed the number in the right side box below,

<p>Check only one line below that describes your housing situation:</p> <p><input type="checkbox"/> I am a Public Housing Resident or Section 8 Assists me with my rent</p> <p><input type="checkbox"/> I receive No HUD support, but I am low-income and live in the area</p>	<p>My individual Income does not exceed:</p> <p>\$46,200</p>
--	--

I hereby certify to the US Department of Housing and Urban (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income is as shown above, and that proof of this information may be requested. I understand if found inaccurate, I may be disqualified as an applicant and/or a certified Section 3 individual. Finally, I authorize including my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me directly for any employment opportunities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT E

### WHAT YOU NEED TO KNOW ABOUT SECTION 3

#### What is Section 3?

Section 3 of the Housing and Urban Development Act of 1968, requires that economic opportunities generated by certain HUD financial assistance for housing (including Public and Indian Housing) and community development programs shall, to the greatest extent feasible, be given to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons.

#### Who Are Section 3 Residents?

Public housing residents or Section 8 residents

Low and very low income persons residing in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended.

#### What is a Section 3 Business?

A business concern meeting at least one of the following criteria documented within the last six-month period:

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

#### What types of Economic Opportunities may be available under Section 3?

- Employment opportunities
- Training opportunities
- Business opportunities

#### Who will provide the Economic Opportunities?

Recipients of HUD financial assistance and their contractors and subcontractors are expected to develop a Section 3 Plan to assure that economic opportunities to the greatest extent feasible are provided to low and very low-income persons and to qualified Section 3 businesses.

#### For Contracting Information:

Shauniqua Hooks  
227 27<sup>th</sup> Street  
P.O. Box 797  
Newport News, VA 23607  
(757) 928-6171 (Phone)  
(757) 928-7412 (Fax)