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

REQUEST FOR PROPOSAL

RFP #RCNAPES-10-26

RAD Capital Needs Assessment & Part 50 Environmental Services

Issue Date: November 4, 2026
Closing Date: December 4, 2026

Procurement Manager

Newport News Redevelopment and Housing Authority
Division of Purchasing
227 27th Street P.O. Box 797
Newport News, VA 23607
Phone: (757) 928-2623 Fax: (757) 245-2144
http://www.nnrha.com

Request for Proposal
RFP# RCNAPES-10-26

RAD Capital Needs Assessment &
Part 50 Environmental Services RFP
Newport News, VA 23607
Bid Due: December 4, 2026 @ 2:00 PM

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

All requests for interpretation of specifications shall be by written request, sent via facsimile to (757) 245-2144 or emailed to purch@nnrha.org. Any changes to this document will be issued as addenda and will be on file in the Division of Purchasing until bids are opened. All such addenda will become part of the contract and all offerors will be bound by such addenda, whether or not received by the bidder. This form must be signed, as well as subsequent addenda, and all pages returned in a sealed envelope. All signatures must be original and not photocopies. **Written questions must be submitted ten (10) days prior to the closing date of the bid; last day for written questions is Tuesday, November 24, 2026 @ 4:00 p.m.**

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

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

Company Name:_____ Federal Tax ID:_____
Address: _____ City/State/Zip:_____

Telephone:_____ Fax Number:_____ Email:_____
Print Name:_____ Title:_____
Signature:_____ Date:_____

I. Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified professional firms ("Respondents") to provide a Rental Assistance Demonstration (RAD) Capital Needs Assessment (CNA) and/or a Public Housing Environmental Review (Part 50) for four properties.

The requested services are organized into two (2) separate lots based on the scope of work. Proposers may submit a proposal for one or both lots. As a result of this Request for Proposals (RFP), NNRHA may select one or more firms and enter into one or more contracts.

Among the repositioning options under consideration, NNRHA has identified conversion to the Project-Based Voucher (PBV) program through a Rental Assistance Demonstration (RAD) / Section 18 Construction Blend as the preferred strategy for several of its properties. Upon completion of the repositioning effort, NNRHA anticipates exiting the Public Housing program.

II. Background

Founded in 1939, the mission of the Newport News Redevelopment & Housing Authority (NNRHA) is to maintain and create affordable housing, viable neighborhoods and opportunities for self-sufficiency for the residents of Newport News. The NNRHA, which operates under Title 36 of the Code of Virginia, is governed by a Board of Commissioners appointed by the Newport News City Council. An Executive Director, appointed and retained by the Board, oversees the day-to-day operations of the Authority. NNRHA serves the residents of Newport News, Virginia through affordable housing, redevelopment and community development programs.

NNRHA administers a number of public and subsidized housing programs throughout the City of Newport News. NNRHA operates under a number of Contribution Contracts with the United States Department of Housing and Urban Development (HUD). The Authority receives revenue from dwelling unit rentals and federal subsidies/grants, manages multiple funding streams and legal entities and maintains relationships with federal, state, local, nonprofit and private stakeholders.

NNRHA currently owns and manages a portfolio of approximately 711 public housing units across four Asset Management Projects (AMP's) and administers approximately 2,500 Housing Choice Vouchers including 320 Project-Based vouchers.

In addition to being governed by the State and local law, much of NNRHA's activity is governed by regulations of the U.S. Department of Housing and Urban Development (HUD). NNRHA currently has two approved Title 36 (Code of Virginia) redevelopment plans.

III. Scope of Services

NNRHA seeks proposals to complete the two lots of work outlined in this document. The lots are organized based on the services requested. **Through this RFP, NNRHA may select more than one (1) bidder to enter into a contract.**

Lot 1: Capital Needs Assessment for NNRHA's Public Housing Units

NNRHA requests that RAD CNAs be performed for the following four properties shown in the tables below. Detailed property information and site maps will be made available upon award.

Property	Units	Construction Date	Building Type	Population
Marshall Court	259	1940/43	Garden-style	Family
Aqueduct Apartments	262	1970	Garden-style	Family
Pinecroft Apartments	140	1986	6-story high-rise	Senior / Disabled
Ashe Manor Apartments	50	2005	4-story mid-rise	Senior / Disabled
Total	**711**			

Property	**Construction Date**	**Units**	**0-BR**	**1-BR**	**2-BR**	**3-BR**	**4-BR**
Marshall Court*	1940/43	259	0	102	170	56	18
Aqueduct Apartments*	1970	262	0	24	203	24	10
Pinecroft Apartments	1986	140	0	140	0	0	0
Ashe Manor Apartments	2005	50	0	42	8	0	0
Total		**711**					

* Marshall Court and Aqueduct Apartments each include one (1) non-dwelling unit.

3.1 RAD CNA Services Shall Include. The Consultant shall perform the following services in completing the Scope of Work:

a. Meet with NNRHA staff to review existing property documentation, including building plans, previous capital needs assessments, maintenance records, and Real Estate Assessment Center (REAC) inspection results, to identify repairs and replacements that have been completed.
b. Review all applicable HUD CNA requirements, forms, and data, and develop a schedule for completing the required components of the Capital Needs Assessment.
c. Conduct and document comprehensive site inspections of a sufficient number of dwelling units to develop an accurate assessment of repair, replacement, and major maintenance needs. Inspections shall also include all administrative offices, community spaces, mechanical rooms, building systems, and other common areas.
d. Prepare each required draft Capital Needs Assessment in accordance with all applicable HUD requirements and guidance.
e. Submit each draft CNA report to NNRHA for review and comment.
f. Revise the draft CAN reports, as necessary, to address NNRHA comments ad obtain NNRHA approval.
g. Revise the CNA reports, as necessary, to address HUD comments and obtain final HUD approval.
h. 'Submit the electronic copies of all CNA reports to NNRHA.

i. Complete and upload the current HUD Capital Needs Assessment (CNA) eTool for each property.
j. Review planned schedule for completing the various components of the CNA.
k. The Contractor shall conduct and document site inspections of enough dwelling units to be able to formulate an accurate estimate of repair, replacement, and major maintenance needs, and all office, community space, and common areas.
l. The Contractor shall complete each required draft for the CNA in accordance with HUD requirements.
m. Submit each draft CNA to NNRHA for review and comment.
n. Revise draft CNA as necessary to obtain NNRHA approval.
o. Revise submitted CNA as necessary to gain HUD and NNRHA approval.
p. Submit an electronic copy of the CNA to NNRHA.
q. Complete and upload the most current version of HUD's CNA e-Tool.
r. Provide any updates to the CNA e-Tool as needed.
s. The Consultant will provide all required data and information to the future selected consultants to allow the implementation of the recommended improvements.

Deliverable and Timeframes.

- Provide Draft RAD Capital Needs Assessment reports within 45 business days from the Notice to Proceed (NTP)
- Provide Final RAD Capital Needs Assessment reports within ten (10) business days from receipt of comments from NNRHA.
- Complete HUD CNA eTool for each property.
- Provide to NNRHA with reports containing the outputs generated from the CNA eTools.

Lot 2: Part 50 Environmental Review for NNRHA's Public Housing Units

It is NNRHA's understanding that a Part 50 Environmental Review is required for a RAD conversion. The Consultant will provide NNRHA with a Part 50 Environmental Review report. A Phase 1 Environmental Site Assessment (ESA), an Asbestos-Containing Material (ACM) survey, and Radon testing should also be performed as part of the Environmental Review.

For the Part 50 environmental review, the Consultant must indicate whether the Environmental Review include preparation of a SHPO Section 106 of the National Historic Preservation Act (NHPA) submission.

3.2 Environmental Services Shall Include. The following services will be performed by the Consultant in executing the Scope of Work.

t. Meet with NNRHA staff as needed to prepare the ER for each property. Review planned schedule for completing the various components of the ER requirements.
u. Conduct the site inspection and radon testing as required and complete the EA draft in accordance with HUD's requirements.
v. Complete necessary forms and provide supporting documentation as required by HUD. Submit a draft of the ERs to NNRHA for review and comments.
w. Revise draft ERs as necessary to gain NNRHA approval.
x. Upload information to HEROS and revise / edit submitted information as necessary to gain

HUD approval.

y. Provide NNRHA with all supporting documentation electronically.

Deliverable and Timeframes.

- Provide Draft Part 50 ERs (includes results of radon testing) within 45 business days from the Notice to Proceed (NTP)
- Provide Final Part 50 ERs within ten (10) business days from receipt of comments from NNRHA.
- Upload Part 50 ER information for each property to HEROS.

3.3 NNRHA Responsibilities. NNRHA staff will assist the Consultant with scheduling the CNA and Environmental Review and will provide access to the buildings and units. NNRHA staff will also assist the Consultant by generating notices and delivering the notices to the residents.

3.4 Contract Term: The contract term is for one (1) year, with the option to renew for 2 one-year term.

IV. Minimum Qualifications

The Consultant must possess the qualifications below to perform the Scope of Work for the RAD CNA and Part 50 Environmental Review.

4.1 RAD CNA Qualifications. The Consultant shall meet the following minimum qualifications.

a. Have an acceptable performance record and not be suspended or debarred by HUD, or be involved as a defendant in any criminal or civil action with HUD.

b. Have a minimum of four (4) years of experience performing physical property inspections in accordance with HUD's requirements for RAD Capital Needs Assessments (CNAs), including evaluations of building systems, health, and safety conditions, and physical and structural conditions, as well as preparing cost estimates for the maintenance, rehabilitation, and replacement of identified deficiencies.

c. Hold the designation of Leadership in Energy and Environmental Design Accredited Professional (LEED AP) under either the U.S. Green Building Council's LEED New Construction and Major Renovation or LEED for Existing Building: Operations and Maintenance rating systems or possess an equivalent professional designation.

d. Have completed a minimum of ten (10) hours of continuing education during the preceding calendar year in one or more of the following areas: green building, sustainability, energy efficiency, or indoor air quality.

4.2 Environmental Review Qualifications. The Consultant shall meet the following minimum qualifications.

a. Have an acceptable performance record with HUD and not be suspended or debarred by HUD or be involved as a defendant in any criminal or civil action with HUD.

b. Have a minimum of four (4) years of experience preparing environmental review reports that comply with the requirements of 24 CFR Part 50 and 24 CFR Part 58.

c. Have an established record of satisfactory performance on projects of similar scope and complexity.

d. Demonstrate experience preparing and uploading environmental review documentation into HUD's Housing Environmental Review Online System (HEROS).

V. Proposal Preparation & Submission

A. ***General Requirements***

In order to be considered for selection, offerors must submit a complete response to this RFP. Submittal packages must be identified as follows: firms' name, address, submittal date and RFP number. All copies shall be bound and marked as follows: one (1) original so marked and three (3) copies so marked.

The "Fee Schedule" shall be submitted in a separate sealed envelope. Marked as Fee Schedule. The envelope will not be opened until negotiations begin for the top-ranked offeror deemed to be the best qualified. Submit the proposed fees for **Lot 1** and/or **Lot 2**.

Proposers are encouraged to submit fair, reasonable, and competitive pricing for each line item. NNRHA does not intend to negotiate pricing after the proposal submission deadline. NNRHA reserves the right to reject any proposal if the proposed fees are unreasonable or not in the best interest of NNRHA.

- 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 the proposal may be given a lowered evaluation. Proposals which are substantially incomplete or lack key information may be rejected by NNRHA. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- Proposals should be prepared simply and economically providing straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

- The profile of past performance shall not include performance older than five (5) years. Any past performance submitted that is older than five years will not be counted as experience.

- Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- Ownership of all data, material, and documentation originated and prepared for NNRHA pursuant to the RFP shall belong exclusively to NNRHA and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to

prevent disclosure the offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

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

B. ***Mandatory Proposal Sections***

- Cover Letter on company's letterhead containing
  1. Respondent's name and address
  2. Address, email, and direct telephone contact information for the Respondent's primary contact for purposes on any questions NNRHA may have of the Respondent.
- Certification Letter
- Proposed Plan for Providing Assessment Services
- Details proposed
- Qualifications and Experience
- References
- Price Proposal and Estimated timeline to complete Scope of Work
- Proposal of Terms, Conditions and Other Requirements

C. ***Details of Proposal***

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

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

a. The person executing the letter is authorized to execute the Proposal and the Final Contract, on behalf of the Respondent; and

b. The Proposal is a firm offer which will remain valid for a minimum period of ninety (90) days; and

c. All information in the Proposal is true and correct to the best of his or her knowledge; and

d. No owner, principal or employee of the Respondent gave or will give anything of monetary value including a promise of future employment to an NNRHA employee or Commissioner, or a relative of an NNRHA employee or Commissioner, in an attempt to influence any decision to award a Final Contract or to influence the

decision to modify or negotiate any term contained in any such Final Contract; and

e. No elected or appointed official or employee is financially interested, directly or indirectly, in the performance of the Scope of Work; and

f. Respondent will fully comply with the provisions of this bid addressing Conflicts of Interests; and

g. Respondent will fully comply with the provisions of this bid addressing Campaign Finance Disclosure Laws

2. Project Team, Approach, Team Organization and Management. Describe your firm and its areas of expertise and relevance. State whether your firm is local, regional or national. (Smaller firms and WBE/MBE firms are encouraged to respond to this RFP.) Give the location of the office from which the work is to be performed and the number of partners, managers, supervisors, and other professional staff employed at that office. Describe project management approach, and quality control procedures, including the review of work products. Provide a detailed description of how your firm meets the minimum qualifications listed in Section IV of this RFP

Provide the name, address, phone number, fax number and email address of the primary contact person of the Respondent. Identification of the key personnel to each supervisory person to be assigned to the project should be included, and specific experience should be indicated. The resumes/biographies may be included as an appendix. Describe your policy regarding notification of changes in key engagement personnel and expectations regarding staff continuity.

Provide an overview of the Respondent business entity, including legal structure, full legal name, and state of organization. Provide documentation on Respondent business entity including organizational structure documents, federal employer identification number and evidence of Respondent good standing with the State. Required certifications and licenses. If Respondent is a certified MBE/WBE, provide copies of documentation establishing certification as an MBE/WBE. If Respondent is not a certified MBE/WBE, provide information regarding the percentage of the Respondent organization owned by women and/or minorities and also provide information regarding the percentage of persons employed by the Respondent organization that are women and/or minorities.

3. Scope of Services. Respondents must describe in detail how it will fulfill requirements and expectations set forth in the Scope of Services for each lot for which a fee proposal is submitted. The narrative shall describe the proposed methodology, including the percentage of dwelling units and building components to be inspected at each property, the basis of the proposed sampling methodology, the project schedule and major milestones through project completion. The timeline must include the date by which Respondent proposes to be fully operational and capable of beginning the Scope of Work including dates for initial consultation and including the estimated date for commencement.

4. Previous Related Experience

Capital Needs Assessment

a. Describe the firm's experience in performing CNA assessments, including the number and types of projects completed.

b. Provide a list of PHAs of similar size and complexity to NNRHA for which the firm has completed CNA assessments within the past five (5) years.

c. Provide a sample CNA report prepared by the firm for a PHA that has been accepted by HUD. In lieu of attaching the report, the Proposer may provide a downable link to the report.

d. Provide a profile and qualifications for each key staff member who will be assigned to this project, including any proposed subconsultants.

Environmental Services.

a. Describe the firm's experience in preparing environmental reviews in accordance with 24 CFR Part 50 and/or CFR Part 58.

b. Provide a list of PHAs of similar size and complexity to NNRHA for which the firm has completed environmental reviews under 24 CFR Part 50 and/or Part 58 within the past five (5) years.

c. Provide a sample environmental review report prepared by the firm for a public housing authority that has been accepted by HUD under 24 CFR Part 50 or Part 58. In lieu of attaching the report, the Proposer may provide a downloadable link to the report.

d. Provide a profile and qualifications for each key staff member who will be assigned to this project, including any proposed subconsultants.

5. References. Provide references demonstrating the Proposer's experience performing the services for which it is submitting a proposal.

Provide references for three (3) clients for whom the firm has completed a CNA assessment within the past five (5) years.

Provide references for three (3) clients for whom the firm has completed a similar environmental review under 24 CFR Part 50 and/or Part 58 within the past five (5) years.

6. Proposed Fees. Provide the fees proposed by Respondent to perform the Scope of Work for Lot 1 and/or Lot 2. Please provide detailed information regarding hourly rates, fees or costs that would be expected to be paid by NNRHA. Information that must be provided includes the total aggregate cost of all labor, workspace, equipment, hardware, supplies, travel, reimbursable expenses and any other costs associated with performing the Scope of Work hereunder. All costs must be delineated as detailed in Section V.

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

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

D. ***Structure of Proposal***

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

NNRHA desires to consider Proposal(s) in a consistent and easily comparable format as established in this RFP. Proposal(s) not organized as set forth in this RFP may, at NNRHA discretion, be considered unresponsive. Do not refer to other parts of your Proposal in lieu of answering a specific question. Do not provide references to filings or forms publicly available in lieu of providing specific information in the Proposal.

VI. Evaluation & Selection Process

Each Proposal will be evaluated on a variety of factors, including, but not limited to, the following (in no particular order):

1. Experience and expertise of the Respondent and the qualifications of specific personnel to be assigned to conduct assessment services;

2. Relevant RAD and environment review experience

3. Quality and Feedback obtained from references;

4. NNRHA prior experience, if any, in working with the Respondent and any other factors the NNRHA believes would be in its best interest to consider;

5. Respondents' ability and willingness to carry out the full Scope of Work and demonstrated success with similar public-sector clients;

6. Demonstrated technical approach and understanding of federal compliance requirements and overall requirements of the RFP;

7. Reasonableness & Overall value of Respondents proposed fees and charges for performing the full Scope of Work;

8. Respondents inclusion of the participation of minorities and women, including

Respondent's employees and/or any participation with one or more MBE/WBR's; and

9. Overall level of professionalism, responsiveness, capacity and availability displayed in the Respondent's Proposal.

A. Evaluation Criteria:

Each proposal received will first be evaluated for responsiveness to determine whether it meets the minimum requirements of this RFP. Responsive proposals will then be evaluated and scored based on the evaluation criteria and corresponding point values identified in the table below.

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

Maximum Point Value	Factor Description
25 points	**Project Team, Approach, Team Organization and Management** • Thoroughness and clarity of the narrative describing the proposed project team, organizational structure, and management approach, including quality assurance and review of work products. • Thoroughness and clarity of the narrative describing the proposed technical approach, including the methodology for selecting units to be inspected, the inspection process, the proposed project schedule, major milestones, and anticipated completion dates.
20 points	**Relevant Experience** *(See Section 3 - Qualifications)* • Relevant experience of the firm in performing RAD CNA assessments and /or environmental reviews in accordance with Part 50 & Part 58. • Relevant experience, qualifications, and years of experience of the proposed team members who will perform the CNA assessments and/or environmental reviews. • Quality and completeness of the sample CNA report and/or Part 50 or Part 58 Environmental Assessment (EA) submitted with the proposal.
20 points	**Business References** • Quality and relevance of the business references provided, including demonstrated client satisfaction and successful completion of similar projects.
20 points	**Quality of Proposal and Technical Competence** • Overall quality, completeness, and responsiveness of the proposal. • Professional qualifications and technical competence of the

Maximum Point Value	Factor Description
	proposed firm and project team.
15 points	**Proposed Fee** • Reasonableness and competitiveness of the proposed fee. The proposer must complete and submit the required Fee Proposal Template.
100 points	**Total Points Available**

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

NNRHA reserves the right to reject any or all proposals, waive informalities and irregularities, request additional information, conduct interviews, negotiate with one or more respondents, amend this RFP, not award a contract pursuant to this RFP or cancel the solicitation at any time if doing so is in the best interest of the Authority.

Attachment "B"

PRICING SHEETS

THE "FEE SCHEDULE" SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. MARKED AS FEE SCHEDULE.

Attachment "C"

TERMS AND CONDITIONS

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

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

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

2. **ADVERTISEMENT:** It is understood and agreed that, in the event a contract is awarded for the services included in this solicitation, no indications of such services to NNRHA will be used in any way in product literature or advertising without written approval of NNRHA except for bibliographical and curriculum vitae purposes and when required in response to a request for solicitation by a prospective client.

3. **ANTI-DISCRIMINATION AND A DRUG FREE WORKPLACE:** By submitting their bids or proposals, bidders or offerors certify to NNRHA that they will conform to the provisions of the Federal Civil Rights Act of 1964, the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, The Americans with Disabilities Act and 2.2-4311 and 2.2-4312 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

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

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

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

4. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to NNRHA all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods or services purchased or acquired under said contract.

5. **APPLICABLE LAW AND COURTS:** This solicitation and any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the City of Newport News, VA. The Contractor shall comply with all applicable federal, state, local laws and regulations. The Contractor shall procure any permits and licenses required for its business as the services to be provided by it hereunder.

6. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspect that asbestos is present; the Contractor shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.

7. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of NNRHA.

8. **AUDIT**: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited, whichever is sooner. The agency, its authorized agents, and/or state and federal auditors shall have full access to and the right to examine any of said materials during said period.

9. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that NNRHA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

10. **AWARD OF CONTRACT:** Formal and informal bids and proposals will be awarded to the lowest responsible and responsive bidder(s) or most suitable offeror. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of NNRHA, and the delivery terms will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding of the contract. NNRHA is not liable for any cost incurred by the Contractor prior to issuance of a contract.

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

11. **BID/OFFER ACCEPTANCE PERIOD:** Any bid or offer in response to a solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the bid or offer may be withdrawn at the written request of the Bidder or Offeror. If the bid or offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

12. **CANCELLATION OF CONTRACT:** NNRHA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

13. **CHANGES TO THE CONTRACT:** The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. However, the terms and conditions of the contract will not change.

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

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

14. **CLEAN AIR AND WATER EPS, ENERGY EFFICIENCY (APPLICABLE TO CONTRACTS IN EXCESS OF $100,000)**: The Contractor agrees to comply with all applicable standards, orders, or

requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, EPA regulations (40 CFR Part 15) and Energy Policy and Conservation Act (Pub. L. 94-163).

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

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

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

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

    A. Coordinating with the Contractor when services are needed and when they will begin.

    B. Day-to-day coordination of this service and assurance that services are delivered in accordance with the contract terms and conditions and purchase order.

    C. Promptly address problems or deviations from contract requirements or terms and conditions. If the problems or contract deviations continue, forward written vendor complaint, including recommended solutions, to the Procurement Officer so that adequate corrective action can be taken.

    D. Assurance that the contract dollar amount or terms and conditions are not exceeded, increased, decreased or modified in any way without prior authorization from the Procurement Officer. If a modification or revision is required, supply the Procurement Officer with an approved change order request.

    E. After completion, promptly sign and date documents indicating the work has been completed and accepted.

    F. Complete and submit periodic evaluations of Contractor performance to the Procurement Officer.

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

All the required services will be performed by the Contractor or under its supervision, and all personnel

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

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

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

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

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

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

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

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

    Licensed Class A Virginia Contractor No _____ Specialty_____

    Licensed Class B Virginia Contractor No _____ Specialty_____

    Licensed Class C Virginia Contractor No _____ Specialty_____

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

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

20. **COPYRIGHT/PATENTS:** The Contractor guarantees to defend and save NNRHA, its agents and employees, harmless from liability, loss, damage and expense including reasonable counsel fees,

resulting from any actual or claimed trademark, copyright, composition, secret process, patented or unpatented invention infringement, or any litigation based thereon, with respect to any part of the goods or services covered by this order.

21. **DEBARMENT/ SUSPENDED STATUS:** By submitting their response, bidders/offerors certifies, to the best of its knowledge that they are not currently debarred or suspended by NNRHA, the Commonwealth of Virginia or the Federal Government from submitting offers or proposals on contracts of the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred or suspended.

22. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, NNRHA, after oral and written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which NNRHA, state and federal laws have in place.

23. **EQUAL OPPORTUNITY FOR BUSINESS AND UNEMPLOYED AND UNDEREMPLOYED PERSONS (HUD ACT OF 1968, SECTION 3):**

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

    (A) Provide training and employment opportunities to the unemployed and underemployed residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; and

    (B) Award contracts for work in connection with the project to business concerns, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan County as the project.

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

24. **ETHICS IN PUBLIC CONTRACTING**: By signing their response, bidders/offerors certify that their bid/offer is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bids, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. NNRHA may recover the value of anything conveyed in violation of this subsection. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.

25. **FACSIMILE SOLICITATIONS/REVISIONS**

    A. Unsealed Bids/Unsealed Proposals and their Revisions: May be accepted when using small purchase procedures. Facsimile bids, proposals and revisions to these must be completely received in the Purchasing Division prior to the date and time specified for receipt. The original copy of the

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

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

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

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

From: _____ _____
Name of Bidder/Offeror Due Date & Time

_____
Bidder/Offeror Address

_____
Solicitation No. & Solicitation Title

Attn: Procurement Officer

28. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, bidders/offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

29. **INSURANCE:** By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror

certifies that if awarded the contract, they 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) – $1,000,000 combined single limit.

D. Commercial General Liability (minimum) – $1,000,000 per occurrence, $2,000,000 general aggregate, including $100,000 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. The insurance for the additional insured shall be as broad as and at the same limits as that of the insured. Insurance shall be primary and any insurance maintained by the additionally insured shall be excess and non-contributory until all the limits of insurance have been exhausted through the payment of claims. All rights of subrogation are waived for the policies listed.

E. The Contractor shall indemnify, hold harmless and defend NNRHA, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, and damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:

1) the provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by the Contractor or its agents, servants or employees;

2) any conduct or misconduct of the Contractor or its agents, servants or employees not included in subparagraph (1) hereof and for which, its agents, servants or employees are alleged to be liable;

3) the negligence or other actionable fault of any Subcontractors engaged by the Contractor; or

4) claims, suits, actions or proceedings of whatsoever nature that are brought by the Contractor's employees, candidates for employment and statutory employees, as

determined under the State worker's compensation laws.

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

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

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

31. **INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES:** No member, officer, or employee of NNRHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which NNRHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

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

    A. The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement, or the modification of any Federal contract, grant, loan, or cooperative agreement.

    B. The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

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

33. **MANDATORY USE OF NNRHA FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/offer on the official NNRHA forms provided for that purpose may be a cause for rejection of the bid/offer. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid/offer; however, NNRHA reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a solicitation.

34. **MINORITY BUSINESS PARTICIPATION:** The Contractor shall use its best efforts to comply with the commitment it has made in the Bid/Offer relative to the participation of businesses primarily (at least 51%) owned by minorities, women or public housing residents or small businesses (collectively, 'Disadvantaged Business Enterprises') in the performance of this Contract. By executing this Contract, the Contractor accepts the right of NNRHA to appoint an employee to monitor the Contractor's compliance with the commitments and requirements of this paragraph. The Contractor agrees to promptly submit reports to NNRHA on request detailing the level of participation by Disadvantaged Business Enterprises in this Contract. NNRHA shall have the right to review all relevant documents of the Contractor relating to the participation of Disadvantaged Business Enterprises in this Contract on an ongoing basis. NNRHA reserves the right to evaluate the Contractor's performance with regard to the commitments and requirements of this paragraph on an annual basis.

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

    A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

    B. Assuring that small and minority businesses and women business enterprises are solicited whenever they are potential sources;

    C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

    D. Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

    E. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and Local governmental small business agencies.

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

35. **MULTIPLE CONTRACTORS ON SITE:** NNRHA reserves the right to let other contracts in connection with this project or any other project. Contractors are expected to allow opportunities for the introduction of materials and the performance and the coordination of work with each other. If work by the other Contractor impacts your work according to plans and specifications, it is the

Contractor's responsibility to notify NNRHA COTR or Procurement Officer immediately.

36. **NO WAIVER:** No failure or delay by a party to insist on the strict performance of any term of this Contract, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Contract nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver or termination is sought. No waiver of any breach shall affect or alter this contract, but each and every term of this Contract shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. The remedies provided in this Contract are cumulative and not exclusive of the remedies provided by law or in equity.

37. **NOTICES:**

    A. Any notice, instruction, request or demand required to be given or made to the Contractor hereunder shall be deemed to be duly and properly given or made if delivered or mailed, postage pre-paid, to the Contractor.

    B. Any notice, request, information, or documents required to be given or delivered hereunder by the Contractor to NNRHA or to any of its representatives, unless stated otherwise in this Contract, shall be signed or approved in writing by the Contractor, and shall be sufficiently given or delivered if mailed, certified or registered, postage prepaid to:

Newport News Redevelopment & Housing Authority

Division of Purchasing

227 – 27th Street

Newport News, VA 23607

ATTN: Procurement Officer

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

38. **OBLIGATION OF BIDDER/OFFEROR:** By submitting a bid/offer, the bidder/offeror agrees that they have satisfied themselves, from their own investigation of the conditions to be met, and their obligation. The Contractor will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

39. **ORDERING:** Any supplies and services to be furnished under this contract may be ordered by issuance of delivery orders by the individuals or activities designated in the solicitation. Such orders may be issued from the date of award through the expiration or termination of this contract. All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall prevail.

40. **PAYMENT:** The prime Contractor is to submit invoices for services rendered directly to P.O. Box

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

The following shall be deemed to be the date of payment after receipt of invoice: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

A. Unreasonable Charges

Upon determining that invoiced charges are not reasonable, the NNRHA shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable, and the basis for the determination. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. A Contractor may not institute legal action unless a settlement cannot be reached within thirty days of notification. The provisions of this section do not relieve NNRHA of its prompt payment obligations with respect to those charges, which are not in dispute (Code of Virginia § 2.2-4352).

B. Delays in Payment

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

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

41. **PERFORMANCE AND PAYMENT BONDS:** The successful bidder/offeror shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the NNRHA as obligee. The surety shall be

a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia and acceptable to HUD and the Authority. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office prior to or at the time of award. When the value of work for a General Contractor exceeds $50,000.00 during the contract period (this includes initial award and all subsequent renewals), the General Contractor shall provide the Agency these bonds.

42. **PRIME CONTRACTOR'S 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 to being as fully responsible for the acts and omissions of Subcontractors and of persons employed by them as they are for the acts and omissions of their 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 the intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.

    D. Pay interest on all amounts owed to Subcontractor that remain unpaid after seven days following receipt of payment by the agency, except for amounts withheld as allowed in 'C-2' above. "Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month." A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amounts for reimbursement for the interest charge. Your obligation to pay interest to a Subcontractor shall not be construed to be an obligation of NNRHA.

    E. Provide your social security number and if a proprietorship, partnership or corporation provide your federal employee identification number, space provided on cover sheet of this package.

    F. Include in each of its subcontracts a provision requiring all Subcontractors to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor.

    G. Not purchase any materials or supplies pertaining to this contract that is subject to any chattel mortgage or under conditional sales or other agreement by which an interest is retained by the

seller. The Contractor warrants that there is clear title to all materials and supplies for all items invoiced 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, they shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in this document or negotiated between both parties.

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

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

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

47. **SAFETY STANDARDS:** All personnel shall, at all times, wear approved clothing, hard hats, safety vest, and any other equipment required to meet OSHA standards. They will obey all safety rules and regulations and will not create hazardous conditions within the operation. The Contractor must meet motor carrier

safety regulations (Federal and State), as applicable. It is the Contractor's responsibility to ensure the OSHA regulations are met in all applicable areas for all exposures encountered during the term of the contract.

48. **SUSPENSION OF WORK:**

A. The Procurement Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the NNRHA.

B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Procurement Officer in the administration of this contract, or (2) by the Procurement Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

C. A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

49. **TAX EXEMPT**: NNRHA is exempt from the payment of any Virginia Sales Tax, State sales and use tax certificates of exemption. Form ST-12 will be issued upon request. When performance involves a service, the Contractor shall be responsible to pay a Virginia Sales Tax on materials consumed in performance of the service.

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

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

1. All amounts then otherwise due under the terms of the contract.

2. Amount due for work performed subsequent to the latest request for payment through the date of termination.

3. Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment for the foregoing, owner shall have no further obligations to the Contractor of any nature.

4. All claims associated with this termination must be submitted within 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 within one (1) year after the effective date of the termination.

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

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

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

A. The Contractor expressly undertakes, either directly or through its Subcontractor:

1. To perform this Contract in such a manner as not to interrupt or interfere with the

   operation of any existing activity on the premises or at the location of the work.

2. To maintain its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of NNRHA or any other Contractor.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

4. To effect all cutting, filling or patching of its work required to make the same conform to the solicitations plans and specifications, and except with the consent of the Project Inspector, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or

endanger any portion of the work by cutting, patching or otherwise altering any work, or excavation.

5. To clean up frequently all refuse, rubbish, scrap materials and debris caused by its operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.

6. The Contractor shall clean-up, move all refuse, rubbish surplus and scrap material and debris resulting from his operation at the end of each workday and after completion of all work. All material removed as part of clean up shall be completely removed from the properties.

7. NNRHA does not take responsibility for storing, securing or loss of the Contractor's apparatus, materials, supplies, equipment, or personal items.

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

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

B. The Contractor shall give notice in writing to Procurement Officer, Division of Purchasing, of their claim of right to withdraw their bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials may be considered as trade secrets or proprietary information subject to the conditions of subsection F of 2.2-4342. Section 2.2-4330 Code of Virginia.

C. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or another bidder in which the ownership of the withdrawing bidder is more than five percent.

D. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.

E. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

F. If NNRHA denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing within 5 business days stating the reason for its decision and award the contract to such bidder at the bid prices(s), provided such bidder is a responsive and responsible bidder. At the same time the notice is provided, NNRHA shall return all work papers and copies thereof that have been submitted by the bidder.

56. **WORK HOURS AND PROCEDURES:**

A. Normal work hours for NNRHA are from 8:00a.m. to 5:00p.m., Monday through Friday, except holidays. All services shall be performed during normal work hours, unless prior approval from the COTR, or their designated personnel.

B. Contractor(s) shall coordinate before commencing work the specific day(s) and the approximate times of day service will be conducted.

C. Due to weather or any other delays, Contractor shall advise COTR of alternate date(s) of service and time immediately, prior to service.

Attachment "D"

STATEMENT OF OFFEROR'S QUALIFICATIONS

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

1) Name of Offeror

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

3) When organized?

4) If incorporated, when incorporated?

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

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

7) General character of work performed by your company.

8) Have you ever failed to complete any work awarded to you? If so, provide information for the reason not being able to complete the job.

9) Have you ever defaulted on a contract? If so, provide information regarding the contract and what led to the default?

Attachment "D" (continued)

REFERENCES: Provide at least three (3) recent references for each proposed LOT submission for which you have provided this type of service for in the last five (5) years. Work performed for Newport News Redevelopment and Housing Authority is an acceptable reference. Include the date service was furnished and the name, mailing address, email and phone number of the person the Authority has your permission to contact. Include a brief description of the services performed, including the project type, scope of work and completion date.

Name of Company	Date of Service	Contact Name/Title	Phone No./Email Address
1)			
2)			
3)			
4)			
5)			
6)			

Contractor's License Number: _____ Class _____

Number of employees employed with your firm that will be assigned to this contract. _____

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

Attachment "E"

MINORITY BUSINESS PARTICIPATION COMMITMENT FORM

It is the policy of Newport News Redevelopment & Housing Authority (NNRHA) to encourage minority participation in all contracts. To implement this policy, we encourage minority participation through subcontracting or other methods in contracting. You must complete this form, indicating the percentage of this contract that will be subcontracted to minority businesses. Failure to complete this form may result in your response being declared non-responsive thus eliminating your firm from consideration for this project.

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

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

_____%

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

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

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

_____	_____
Contractor's Name	Name of Authorized Officer (printed)
_____	_____
Date	Name of Authorized Officer (signed)

Attachment "F"

CERTIFICATE OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for its employees any segregated facilities at any establishment, and that he/she does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for its employees any segregated facilities at any of its establishments and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of the bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause and will retain such certifications in its files.

Date: _____, 20____

_____
Name of Offeror

Treasury Number: _____

By: _____

Title: _____

Official Address:

_____

_____

_____

Attachment "G"

NON-COLLUSIVE AFFIDAVIT

State of _____

County of_____

Being first duly sworn, deposes and says that:

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

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

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

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

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in Interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Newport News Redevelopment & Housing Authority or any person interested in the proposed contract; and

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

_____
Name

_____
Title

Subscribed and Sworn before me.
This _____ day of _____, 20____
_____
_____
My Commission Expires _____

Attachment "H"

SECTION 3 INFORMATION

WHAT YOU NEED TO KNOW ABOUT SECTION 3

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons, identified as Section 3 workers or targeted Section 3 workers.

What is a "Section 3 Worker"?

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

1. The individual worker's income for the previous or annualized calendar year is below the income limit established by HUD; the income limit for 2025 is $59,650.
2. The worker is employed by a Section 3 business concern.
3. The worker is a YouthBuild participant.

What is a "Targeted Section 3 Worker"?

A Section 3 targeted worker for Public Housing Financial Assistance projects are workers who:

1. Are employed by a Section 3 business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
   a. A resident of public housing or Section 8 assisted housing.
   b. A resident of other public housing projects or Section 8 assisted housing managed by the PHA that is providing the assistance; or
   c. A YouthBuild participant.

A Section 3 targeted worker for Housing and Community Development Financial Assistance projects are workers who:

1. Are employed by a Section 3 business concern.
2. Currently fits or when hired fit least one of the following categories,

as documented within the past five years:

a. Living within the service area of the neighborhood of the project.
b. A YouthBuild participant.

What is a Section 3 Business Concern?

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

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

Additionally,

The business must be legally formed according to state law and be licensed in Virginia. Additional documentation may be requested to demonstrate the business has the capacity to perform the contract successfully under the terms and conditions of the proposed contract.

What type of Economic Opportunities may be available under Section 3?

1. Employment opportunities
2. Training opportunities
3. 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 Sections 3 businesses.

What is a Section 3 Project?

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. The project is the site or sites together with any building[s] and improvements located on the site(s) that are under common ownership, management, and financing.

What are Labor Hours?

The number of paid hours worked by persons on the project or by persons employed with funds that include public housing financial assistance.

What is a Low/Very Low-Income Person?

A worker's income is below the income limit established by HUD. These limits are typically established at 80% and 50% of the area median individual income.

What are Benchmarks? (Targets that must be met to be considered in compliance with Section 3)

Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year are Section 3 workers. Also, five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year are Targeted Section 3 workers. For Section 3 projects, the benchmarks are the same as for public housing financial assistance, but with regards to the project itself rather than the recipient's fiscal year.

What is YouthBuild?

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 that have previously dropped out of high school.

For additional information contact:

Jande Freeman-Brewer
227 27th Street
P.O. Box 797
Newport News, VA 23607 Phone: 757-928-2632
Fax: 757-928-7412
jfbrewer@nnrha.org

SECTION 3 REQUIREMENTS

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 170u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low-and very income persons, particularly those who are recipients of government assistance for housing and to business concerns which provide economic opportunities to low- and very low-income persons.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

E. The contractor will certify that any vacant employment positions, training positions, and any subcontracting opportunities, that are required (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contractors.

Project Labor Hours

Project Name: _____

Location: _____ Contractor: _____

Date: _____ Period Covered: _____

Completed by: _____ Job Title: _____

1) Professional 2) Technician 3) Office/Clerical 4) Construction by trade 5) Laborer

(PLEASE COMPLETE THIS FORM INCLUDING EVERY EMPLOYEE & SUBCONTRACTOR EMPLOYEE WORKING ON THE PROJECT)

Employee Name	Section 3 Worker: Yes or No	Targeted Section 3 Worker: Yes or No	Job Classification:	Total monthly hours worked:

SECTION 3 BUSINESS SELF – CERTIFICATION FORM

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

This 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 must meet one of the categories listed 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.

Please make a selection below; additional documentation will be required.

Section 3 Business Category	***Additional Required Data***	***Mark an "X" on one Election***
Business is at least 51 percent owned and controlled 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 over the prior three-month period was performed by Section 3 workers.	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Sections 3 workers, and provide a completed Section 3 Individual Self-Certification form for all low-and very low-income workers listed.	
Business is at least 51 percent owned and controlled 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 residents.	

Are you a Section 3 Business? (*Circle one*) YES NO

Company Name:	Title:
Print Name:	Date Signed:
Address:	Email:
Telephone Number:	Fax Number:

Type of Business: (circle one) Corporation Partnership Sole Proprietorship Other

Please list all owners of the business and their percentage of ownership:

Contractor's License: Class A: _____ Class B: _____ Class C: _____

Certifications: SWAM: _____ DBE: _____ Other: _____

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

_____

Signature of Business Owner or Authorized Representative ***Date***

SECTION 3 INDIVIDUAL LOW-INCOME PERSON 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 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 individual's current year annualized for the year you are being confirmed as low-income.

Printed Name: _____

_____

Street Address: *(No P.O. Box)* Apt# **City** State Zip

Phone#:_____ Email: _____

To qualify as a Section 3 person, you must meet one of the categories below.

Check only one line below that describes your situation:

_ I am a Public Housing Resident or Section 8 assists me with my rent.

_ I was a Public Housing Resident or Section 8 assisted me with my rent. If so what year and where did you reside:

_____

_ I receive no HUD support, but I am low-income because my individual income does not exceed $59,650 and I live in the Hampton Roads Metropolitan area.

_ Are you currently or have you ever been a YouthBuild participant; if so when and where:

_____

For additional comments:

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income does not exceed the income 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:** _____

SECTION 3 COMPLIANCE FORM

_____
Contractor

_____
Address

_____
City, State, Zip Code

Reference Project: _____

Subject: Statement of Compliance with Section 3 Clause

In accordance with the provisions stated herein, I will to the "greatest extent feasible" provide training, employment and contract opportunities to qualified low-income residents and business concerns which provide economic opportunities to low-income persons in the area in which this project is located (Hampton Roads Metropolitan Area), This clause and reporting requirements will be incorporated into any lower tier contracts.

We will comply and seek out low-income persons for any open positions. Notices shall be posted in conspicuous places available to residents, employees and applicants for any open positions.

_____
Signature and Title

_____
Print Name

_____
Date Signed

Note, when submitting your response to the solicitation, provide a summary/documentation of your Section 3 outreach efforts and the outcomes.

Examples of Recruiting Efforts
(HUD Recipients & Contractors)

*Advertising the contracting opportunities through trade association papers, and newsletter, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising. Distributing flyers via mass mailings, including emails, in common areas of the housing developments.

*Establishing or sponsoring programs designed to assist residents of public housing/section 8 in the creation and development of resident-owned businesses.

*Supporting businesses which provide economic opportunities to low-income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

*Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

*Actively supporting joint ventures with Section 3 business concerns.

*Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

*Skill based will be maintained of residents of public housing and Section 8-assisted housing.

*Relationships will be developed with local area employers in an effort to solicit job vacancies to determine skills needed in their workplaces, thereby providing training to residents developing skills that will transfer into the external labor market.

Note, when submitting your response to the solicitation, provide a summary/documentation of your Section 3 outreach efforts and the outcomes.

Attachment "I"

HUD FORMS/INFORMATION

PLEASE SEE THE FOLLOWING PAGES

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

ref. Handbook 7460.8

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

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

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

2. Contract Award

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

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

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

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

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

3. Service of Protest

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

4. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors
Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that-

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

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

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

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

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

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

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

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

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

2. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

3. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

_____

Signature & Date:

_____

Typed or Printed Name:

_____

Title:

_____