



**Newport News Redevelopment & Housing Authority**  
**Division of Purchasing**  
**227 – 27<sup>th</sup> Street • P.O. Box 797**  
**Newport News, VA 23607**  
**Phone: (757) 928-2632 Fax: (757) 245-2144**  
**[www.nnrha.com](http://www.nnrha.com)**

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## **INVITATION FOR BIDS**

**IFB #AABR-08-23**

**Aqueduct Apartments Building Repairs**

**13209 Aqueduct Drive #3**  
**Newport News, VA 23602**

**Issue Date: August 28, 2023**  
**Optional Site Visit: September 11, 2023 @ 9:00 AM**  
**Closing Date: September 27, 2023 @ 2:00 PM**

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**Craig D. McCullough**  
**Procurement Manager**



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Invitation for Bids  
IFB #AABR-08-23  
August 28, 2023

**Aqueduct Apartments Building Repairs**  
**13209 Aqueduct Drive #3, Newport News, VA 23602**  
**Optional Site Visit: September 11, 2023 @ 9:00 A.M.**  
**Bid Due Date and Time: September 27, 2023 @ 2:00 P.M.**

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 [cmccullough@nnrha.org](mailto:cmccullough@nnrha.org). Any changes to this bid 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 bidders 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, September 18, 2023 @ 4:00 P.M.**

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

In compliance with this Invitation for Bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within ninety (90) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies they have read, understands, and agree 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: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

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

## **1.0 PURPOSE:**

The purpose of this Invitation for Bids is to establish a contract with a qualified Virginia Licensed General Contractor to provide construction building repair as specified herein to Newport News Redevelopment and Housing Authority (NNRHA) hereinafter referred to as the Authority.

Bidder(s) shall provide sufficient detail to facilitate NNRHA's evaluation of the bids. NNRHA reserves the right to reject any and all bids and waive any informality.

### **Bid documents include:**

Attachment "A"- *Pricing Sheet (s)* \*  
Attachment "B"- *Terms and Conditions* \* (Initial each page)  
Attachment "C" - *Statement of Bidders Qualifications*\*  
Attachment "D" - *Minority Business Participation Commitment* \*  
Attachment "E" - *Certificate of Non-Segregated Facilities*\*  
Attachment "F"- *Non Collusive Affidavit*\*  
Attachment "G" - *Contractor's Certificate of Completion and Release*\*  
Attachment "H" - *Davis Bacon Wage Rate* \* (Initial each page)  
Attachment "I" – *Section 3 Forms* \*

### **NOTE:**

**ALL FORMS IDENTIFIED WITH A RED \* MUST BE COMPLETED AND SUBMITTED WITH BID PACKAGE.**

## **2.0 SCOPE OF WORK:**

The contractor shall provide all necessary labor, materials, equipment, supervision, tools, supplies, permits and transportation, including removal and disposal of existing damaged material per outlined in Attachment "A". Contractor is responsible for all necessary repairs to structure located at 13209 Aqueduct Drive, Units #3, Newport News, VA 23602.

### **2.1 ACCESS AND WORK HOURS:**

Contractors shall have access to the site between the hours of 8:00 AM – 5:00 PM Monday – Friday unless granted permission otherwise. NNRHA currently observes the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth Day	Christmas Eve
Independence Day	Christmas Day

### **2.2 OPTIONAL PRE BID CONFERENCE AND SITE VISIT:**

An optional pre bid conference will be held at the Aqueduct Apartments on September 11, 2023 at 09:00 A.M. at 13209 Aqueduct Drive, Newport News, VA 23602 with an optional site visit to follow immediately after pre bid conference. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this Invitation for Bid.

While attendance at the pre bid conference is not a prerequisite for submitting a bid, bidders who intend to submit a bid are encouraged to attend. Please bring a copy of your solicitation with you. Any changes resulting from the pre bid conference will be issued as an addendum.

### **2.3 START UP PERIOD AND COMPLETION:**

The Contractor(s) shall begin work within thirty (30) calendar days after receiving the Notice to Proceed and the project shall be completed within 45 (Forty-five) calendar days from the date of the Notice to Proceed.

### **2.4 LIQUIDATED DAMAGES:**

In accordance with the Invitation for Bids it is hereby understood and agreed by the Contractor that time is of the essence in delivery of supplies, completion of the project, services, materials or equipment of the character and quality specified in the bid document. In the event these specified supplies, services, materials or equipment are not delivered by the dates specified, there will be deducted, not as penalty but as liquidated damages, the sum of **\$50.00** per day for each and every calendar day of delay beyond the time specified; except that if such delays are the result of an act of negligence, or default on the part of NNRHA, public suppliers, or by riot, sabotage or labor trouble that results from cause or causes entirely beyond the control or fault of the Contractor or his suppliers. NNRHA may grant a reasonable extension of time if deemed appropriate. Upon receipt of a written request and justification for an extension from the Contractor, the Contracting Officer may extend the time for performance for the contract or delivery of goods herein specified at the Contracting Officer's sole discretion for good cause shown.

### **2.5 DAVIS BACON WAGE DETERMINATIONS:**

Due to funding source and anticipated dollar amount of this contract, Davis Bacon Wage Rates shall apply. If the successful bidder has not attended a pre-construction meeting within the last six months they shall be required to contact Craig McCullough at (757) 928-2623 to attend a pre-construction meeting prior to start of work for this project. Otherwise, the contractor must obtain the required forms/signage for submittal and posting within Davis Bacon Regulations. **Reference decision # VA20230140 (01/13/23)**

# PRICING SHEET



## NEWPORT\_NEWS\_REDEVE3

### Main Level

#### Main Level

DESCRIPTION	QTY
1. Final cleaning - construction - Residential	383.78 SF

NOTES:



#### Living Room

Height: 8'

405.17 SF Walls	236.08 SF Ceiling
641.25 SF Walls & Ceiling	236.08 SF Floor
26.23 SY Flooring	50.17 LF Floor Perimeter
62.17 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

8' 2" X 8'

Opens into KITCHEN\_DINI

Missing Wall

3' 10" X 8'

Opens into HALLWAY

DESCRIPTION	QTY
2. Clean floor, strip & wax	236.08 SF
3. R&R 1/2" drywall - hung, taped, floated, ready for paint	106.00 SF
4. R&R Baseboard - 3 1/4"	13.25 LF
5. R&R Base shoe	13.25 LF
6. Seal & paint baseboard - two coats	50.17 LF
7. Seal & paint base shoe or quarter round	50.17 LF
8. R&R Stud wall - 2" x 4" x 8' - 16" oc	13.25 LF
9. R&R Aluminum window, single hung 13-19 sf (2 pane w/thermal)	2.00 EA
10. Additional charge for a retrofit window, 12-23 sf	2.00 EA
11. R&R Window stool & apron	6.00 LF
12. Seal & paint window stool and apron	6.00 LF
13. Seal the surface area w/latex based stain blocker - one coat	106.00 SF
14. Paint the walls and ceiling - two coats	641.25 SF
15. Paint door or window opening - 2 coats (per side)	2.00 EA
16. Window blind - horizontal or vertical - Detach & reset	2.00 EA

5/19/2023

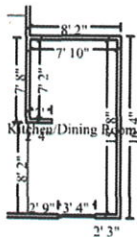
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ATTACHMENT "A"

**CONTINUED - Living Room**

DESCRIPTION	QTY
17. Electrician - per hour	8.00 HR
To remove and reset the wiring inside the wall. Includes two outlets.	
18. R&R Batt insulation - 4" - R15 - paper / foil faced	106.00 SF
19. Floor protection - self-adhesive plastic film	236.08 SF

NOTES:



**Kitchen/Dining Room**

**Height: 8'**

346.67 SF Walls	123.42 SF Ceiling
470.08 SF Walls & Ceiling	123.42 SF Floor
13.71 SY Flooring	43.33 LF Floor Perimeter
51.50 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

8' 2" X 8'

Opens into LIVING\_ROOM

DESCRIPTION	QTY
20. Clean floor, strip & wax	123.42 SF
21. R&R 1/2" drywall - hung, taped, floated, ready for paint	65.33 SF
22. R&R Baseboard - 3 1/4"	8.17 LF
23. R&R Base shoe	8.17 LF
24. Seal & paint baseboard - two coats	29.00 LF
25. Seal & paint base shoe or quarter round	43.33 LF
26. R&R Stud wall - 2" x 4" x 8' - 16" oc	8.17 LF
27. Detach & Reset Aluminum window, single hung 13-19 sf (2 pane w/thermal)	1.00 EA
28. R&R Window stool & apron	3.50 LF
29. Seal & paint window stool and apron	3.50 LF
30. Seal the surface area w/latex based stain blocker - one coat	65.33 SF

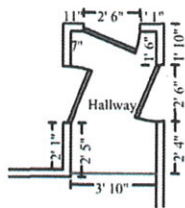
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**CONTINUED - Kitchen/Dining Room**

DESCRIPTION	QTY
31. Paint the walls and ceiling - two coats	470.08 SF
32. Paint door or window opening - 2 coats (per side)	1.00 EA
33. Window blind - horizontal or vertical - Detach & reset	1.00 EA
34. R&R Batt insulation - 4" - R15 - paper / foil faced	65.33 SF
35. Floor protection - self-adhesive plastic film	123.42 SF

NOTES:



**Hallway**

**Height: 7'**

116.67 SF Walls	24.28 SF Ceiling
140.94 SF Walls & Ceiling	24.28 SF Floor
2.70 SY Flooring	16.67 LF Floor Perimeter
16.67 LF Ceil. Perimeter	

Missing Wall

3' 10" X 7'

Opens into LIVING\_ROOM

DESCRIPTION	QTY
36. Clean floor, strip & wax	24.28 SF
37. Paint the walls and ceiling - two coats	140.94 SF
38. Floor protection - self-adhesive plastic film	24.28 SF

NOTES:





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**Exterior**

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DESCRIPTION	QTY
39. Material Only Brick veneer	192.75 SF
Material Only	
40. Mason - Brick / Stone - per hour	40.00 HR
41. Masonry - General Laborer - per hour	40.00 HR
One laborer to assist the mason.	
42. R&R Sheathing - plywood - 1/2" CDX	192.75 SF
43. R&R Brick lintel - steel	9.50 LF
44. R&R Fiber cement lap siding - 6"	5.33 SF
45. Detach & Reset Shutters - simulated wood (polystyrene)	1.00 EA
Detach and reset one set of shutters.	
46. Detach & Reset Gutter / downspout - aluminum - up to 5"	20.00 LF
To detach and reset the downspout.	
47. R&R Wrap wood window frame & trim with aluminum sheet	3.00 EA
48. Scaffold - per section (per week)	8.00 WK
49. Labor to set up and take down scaffold - per section	8.00 EA

NOTES:

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**General**

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DESCRIPTION	QTY
50. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA

NOTES:

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**Grand Total Areas:**

868.50	SF Walls	383.78	SF Ceiling	1,252.28	SF Walls and Ceiling
383.78	SF Floor	42.64	SY Flooring	110.17	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	130.33	LF Ceil. Perimeter
383.78	Floor Area	417.78	Total Area	905.83	Interior Wall Area
826.83	Exterior Wall Area	93.83	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

# **TOTAL BID PRICING SHEET**

Aqueduct Apartments Building Repair

IFB #AABR-08-23

Company Name: \_\_\_\_\_

Total Bid Price: \$ \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## TERMS AND CONDITIONS

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

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

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

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

In every contract over \$10,000 the following provisions apply. (1) During the performance of this contract, the Contractor agrees to: (a) Not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. (b) Provide a drug-free workplace for the Contractor's employees. (c) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition. (d) In all solicitations or advertisements

for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer and maintains a drug-free workplace. (e) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

(2) The Contractor will include the provisions above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each Subcontractor or vendor.

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

4. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to NNRHA all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods or services purchased or acquired under said contract.
5. **APPLICABLE LAW AND COURTS:** This solicitation and any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the City of Newport News, VA. The Contractor shall comply with all applicable federal, state, local laws and regulations. The Contractor shall procure any permits and licenses required for its business as the services to be provided by it hereunder.
6. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspect that asbestos is present; the Contractor shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
7. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of NNRHA.
8. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited, whichever is sooner. The agency, its authorized agents, and/or state and federal auditors shall have full access to and the right to examine any of said materials during said period.
9. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that NNRHA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
10. **AWARD OF CONTRACT:** Formal and informal bids and proposals will be awarded to the lowest responsible and responsive bidder(s) or most suitable offeror. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of NNRHA, and the delivery terms will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding of the contract. NNRHA is not liable for any cost incurred by the Contractor prior to issuance of a contract.

NNRHA also reserves the right to make multiple awards, by line item, lot, award based on overall lowest pricing, cancel or reject any or all bids or proposals, in whole or in part, to waive informalities and to delete

items prior to making the award, whenever it is deemed in the sole opinion of NNRHA to be in its best interest. Nothing herein shall bind NNRHA to purchase any services or specified quantity of an item/product. Be it further understood that NNRHA shall not be obligated to purchase or pay for any services or product listed unless and until officially ordered and received by NNRHA. NNRHA also reserves the right not to award a contract pursuant to this solicitation.

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

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

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

14. **CLEAN AIR AND WATER EPS, ENERGY EFFICIENCY (APPLICABLE TO CONTRACTS IN EXCESS OF \$100,000):** The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, EPA regulations (40 CFR Part 15) and Energy Policy and Conservation Act (Pub. L. 94-163).
15. **CONFLICT OF INTEREST:** The Contractor warrants that he has fully complied with the State and Local Government Conflict of Interests Act (Section 2.1-639.1 et seq. of the Code of Virginia), The Virginia Governmental Frauds Act (Section 18.2-498.1 et seq.), Articles 2 and 3 of Chapter 10 (Crimes Against the Administration of Justice) of Title 18.2, and article 4 (Ethics in Public Contracting) of the Public Procurement Act (section 11-72 et seq.).
16. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of this solicitation, the signed bid or proposal submitted by the Contractor, the notice of award, purchase order, the general and special terms and conditions, and specifications with drawings, if any, including all addenda or modifications thereof, all which shall be referred to collectively as the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

Licensed Class A Virginia Contractor No _____	Specialty _____
Licensed Class B Virginia Contractor No _____	Specialty _____
Licensed Class C Virginia Contractor No _____	Specialty _____

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

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

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

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

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

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



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

25. **FACSIMILE SOLICITATIONS/REVISIONS**

A. **Unsealed Bids/Unsealed Proposals and their Revisions:** May be accepted when using small purchase procedures. Facsimile bids, proposals and revisions to these must be completely received in the Purchasing Division prior to the date and time specified for receipt. The original copy of the facsimile transmission may be requested, if requested, must be received within five (5) business days. The Procurement Officer will designate the timing device used to document the receipt of bids; time printed on the top of the facsimile copy will not govern the time of receipt.

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

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

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

From: \_\_\_\_\_  
Name of Bidder/Offeror \_\_\_\_\_ Due Date & Time \_\_\_\_\_  
  
\_\_\_\_\_  
Bidder/Offeror Address  
  
\_\_\_\_\_  
Solicitation No. & Solicitation Title

Attn: Procurement Officer

28. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, bidders/offers 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/Officer 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/Officer 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 opportunity for the introduction of materials and the performance and the coordination of work with each other. If work by the other Contractor impacts your work according to plans and specifications, it is the Contractor's responsibility to notify NNRHA COTR or Procurement Officer immediately.
36. **NO WAIVER:** No failure or delay by a party to insist on the strict performance of any term of this Contract, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Contract nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver or termination is sought. No waiver of any breach shall affect or alter this contract, but each and every term of this Contract shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. The remedies provided in this Contract are cumulative and not exclusive of the remedies provided by law or in equity.

37. **NOTICES:**

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

Newport News Redevelopment & Housing Authority  
Division of Purchasing  
227 – 27<sup>th</sup> 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 27<sup>th</sup> Street and displayed at [www.nnrha.com](http://www.nnrha.com). Sole source and emergency procurements, not utilizing competitive sealed bidding or competitive negotiations, will also be posted.



46. **QUALIFICATIONS OF BIDDERS/OFFERORS:** NNRHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidders/offerors to perform the services, furnish the goods or services and the bidders/offerors shall furnish to NNRHA all such information and data for this purpose as may be requested. NNRHA reserves the right to inspect bidders/offerors physical facilities prior to award to satisfy questions regarding the bidders/offerors capabilities. NNRHA further reserves the right to reject any bid/offer if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy NNRHA that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or goods contemplated therein.
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 Contractor's failure to perform their contractual obligations and may procure the articles or services from other sources and hold the defaulting contractor responsible for any resulting costs. NNRHA is not liable for Contractor's cost on undelivered work and may be entitled to the repayment of progress payments. All claims associated with this termination must be submitted 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/offers, all bidders/offers certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

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

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

1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.
2. To maintain its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of NNRHA or any other Contractor.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To effect all cutting, filling or patching of its work required to make the same conform to the solicitations plans and specifications, and except with the consent of the Project Inspector, not to cut or otherwise alter

the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or excavation.

5. To clean up frequently all refuse, rubbish, scrap materials and debris caused by its operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
6. The Contractor shall clean-up, move all refuse, rubbish surplus and scrap material and debris resulting from his operation at the end of each workday and after completion of all work. All material removed as part of clean up shall be completely removed from the properties.
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.

### **STATEMENT OF 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 Bidder/Proposer may submit any additional information they desire.

- 1) Name of Offerors
  
- 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?

REFERENCES: Provide at least four (4) recent references that 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, address and phone number of the person the Authority has your permission to contact.

<u>Name of Company</u>	<u>Date of Service</u>	<u>Contact</u>	<u>Phone No.</u>
------------------------	------------------------	----------------	------------------

1)

2)

3)

4)

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.

## **MINORITY BUSINESS PARTICIPATION COMMITMENT FORM**

It is the policy of Newport News Redevelopment and 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:  
\_\_\_\_\_%.

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

The undersigned hereby certifies that they have read the terms of this commitment and is authorized to bind the prospective Bidder to the commitment herein set forth.

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Name of Authorized Officer (printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Officer (signed)



## **CERTIFICATE OF NONSEGREGATED 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 obtain identical certifications from proposed subcontractors for specific time periods) he/she will obtained 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 Bidder)

Treasury Number: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Official Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 \_\_\_\_\_

## **CONTRACTOR'S CERTIFICATE OF COMPLETION AND RELEASE**

The undersigned hereby certifies that this final payment from Newport News Redevelopment and Housing Authority to be just and true for work performed under the Contract/Purchase Order # \_\_\_\_\_, and that such constitutes full and final payment, and upon receipt of this payment, which constitutes the balance due, the undersigned does hereby release Newport News Redevelopment and Housing Authority for all liabilities, obligations, payments, claims under the above contract. All claims by subcontractors, material men, and consultants for labor performed or materials, tools, and machinery provided have been paid or satisfactorily secured.

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_  
Signature of an Officer if a Corporation  
Signature of Owner if a Sole Proprietorship  
Signature of Member or Manager if an LLC  
Signature of Partner if a Partnership or LLP

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Title of Above Individual

"General Decision Number: VA20230140 01/13/2023

Superseded General Decision Number: VA20220140

State: Virginia

Construction Type: Residential

County: Newport News\* County in Virginia.

\*INDEPENDENT CITY

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>Executive Order 14026 generally applies to the contract.</li><li>The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>Executive Order 13658 generally applies to the contract.</li><li>The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

BRVA0001-002 05/01/2022

	Rates	Fringes
BRICKLAYER.....	\$ 22.44	10.23

\* ELEV0052-004 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.72	37.335+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

b. VACATIONS: 6% men under 5 years based on regular hourly rate and 8% men over 5 years based on regular hourly rate for all hours worked.

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ENGI0147-012 05/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes 90 tons & over capacity; Tower & Climbing Cranes with Controls 100 ft. above ground.....	\$ 34.17	15.21
Cranes under 90 tons.....	\$ 33.26	15.12

\* SUVA2012-018 08/08/2014

	Rates	Fringes
CARPENTER.....	\$ 13.39 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.04 **	0.00
DRYWALL FINISHER/TAPER.....	\$ 14.00 **	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 13.79 **	0.00
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 15.83 **	0.00
FLOOR LAYER: Carpet.....	\$ 17.50	0.00
IRONWORKER, ORNAMENTAL.....	\$ 15.59 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 21.55	1.39
LABORER: Common or General.....	\$ 9.69 **	0.00
LABORER: Landscape.....	\$ 11.72 **	0.00
LABORER: Mason Tender - Brick...	\$ 13.79 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.00 **	0.00
LABORER: Pipelayer.....	\$ 14.04 **	2.66
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 17.30	2.83
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 15.26 **	0.80
OPERATOR: Bulldozer.....	\$ 15.17 **	2.27
OPERATOR: Loader.....	\$ 15.21 **	2.77
PAINTER (Brush and Roller).....	\$ 12.25 **	0.00
PLUMBER.....	\$ 16.34	0.00
ROOFER.....	\$ 13.09 **	0.00
SHEET METAL WORKER, Includes HVAC Duct and Unit		



Installation.....	\$ 16.60	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 18.09	3.15
TRUCK DRIVER: Dump Truck.....	\$ 16.30	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical



order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010  
08/29/2014. UAVG indicates that the rate is a weighted union  
average rate. OH indicates the state. The next number, 0010 in  
the example, is an internal number used in producing the wage  
determination. 08/29/2014 indicates the survey completion date  
for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of  
each year, to reflect a weighted average of the current  
negotiated/CBA rate of the union locals from which the rate is  
based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can  
be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on  
a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests  
for summaries of surveys, should be with the Wage and Hour  
National Office because National Office has responsibility for  
the Davis-Bacon survey program. If the response from this  
initial contact is not satisfactory, then the process described  
in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal  
process described here, initial contact should be with the  
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an  
interested party (those affected by the action) can request  
review and reconsideration from the Wage and Hour Administrator  
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

# **SECTION 3 REQUIREMENTS**

## **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 go 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 worker.

### **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 2023 is \$52,400.
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.

### **A Section 3 Project:**

Section 3 project means 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 of sites together with any buildings and improvements located on the sites 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 (sample employee monthly tracker, included in packet).

### **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? (Must be met to be 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:**

Valarie Ellis  
227 27<sup>th</sup> Street  
P.O. Box 797  
Newport News, VA 23607  
Phone: 757-928-8631  
Fax: 757-928-7412  
[vellis@nnrha.org](mailto:vellis@nnrha.org)

### **For YouthBuild participant information contact:**

Lisa P. Wornom-Zahraiddin, MS, CWDP  
[Wornom-zahraiddinip@nnva.gov](mailto:Wornom-zahraiddinip@nnva.gov)  
Phone: 757-926-8732  
The City of Newport News  
2400 Washington Avenue – 10<sup>th</sup> Floor  
Newport News, VA 23607

## **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.





**Employee Monthly Tracker for Labor Hours**

**Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_ Contractor: \_\_\_\_\_

Date: \_\_\_\_\_ Month Covered: \_\_\_\_\_

Completed by: \_\_\_\_\_ Job Title: \_\_\_\_\_

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

**(Please fill this form out for every employee working on the project)**

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

## SECTION 3 BUSINESSES 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 listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

***Please fill this portion out and mark your election; additional documentation may be required.***

<b><i>Section 3 Business Category</i></b>	<b><i>Additional Required Data</i></b>	<b><i>Mark an "X" on your Election</i></b>
It 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 are performed by Section 3 workers; or	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.	
It is business at least 51 percent owned and controlled by current public housing residents or residents who currently live un Section 8-assisted housing	Proof of ownership showing all owners and their percentages and a Section 3 individual Self-Certification form for all public housing and/or Section 8 owners.	

**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:				

Page 6 of 10

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**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 to be classified as a certified Section 3 business.

---

*Signature of Business Owner or Authorized Representative*

*Date*

**Notary Public Jurist:** City/County of \_\_\_\_\_ in the Commonwealth of Virginia

The foregoing instrument was subscribed and sworn before me thus \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

\_\_\_\_\_  
Notary (Print Name)

\_\_\_\_\_  
Notary Signature

The commission expires: \_\_\_\_\_ Notary Registration Number: \_\_\_\_\_

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

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

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The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD

*Page 7 of 10*

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 standards on the left side box and your income not exceed the number in the right side box below,

<p><b>Check only one line below that describes your situation:</b></p> <p><input type="checkbox"/> I am Public Housing Resident or Section 8 assists me with my rent.</p> <p><input type="checkbox"/> I was a Public Housing Resident or Section 8 assisted me with my rent. If so what year and where did you reside: _____</p> <p><input type="checkbox"/> I receive no HUD support, but I am low-income because my individual income does not exceed \$52,400 and I live in the Hampton roads Metropolitan area.</p> <p><input type="checkbox"/> Are you currently or have you ever been a YouthBuild participant; if so when and where: _____</p>	<p><b>My individual Income does not exceed:</b></p> <p><b>\$52,400</b></p> <p><b>(2023)</b></p>
<p><b>For additional comments:</b></p>	

**I hereby certify to the US Department of Housing 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 that is 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**

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**Contractor**

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**Address**

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**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.**

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**Signature and Title**

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**Printed Name**

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**Date Signed**

<p><b>Note, When submitting your response to the solicitation, provide a summary/documentation of your Section 3 outreach efforts and the outcomes.</b></p>
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**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.

\*Database will be developed of certified Section 3 residents of public housing and Section 8-assited housing.

\*A database will be developed to maintain skill assessments of all residents of public housing and other Section 3 residents.

\*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.

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