

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

Suffolk Redevelopment and Housing Authority
Request for Proposal
for
Employee Engagement Survey
#SRHA 21-30-01



TELEPHONE: (757) 539-2100

FAX: (757) 539-5184

DATE ISSUED:

August 13, 2020

Suffolk Redevelopment and Housing Authority
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Table of Contents

Schedule of Submittal.....	4
Section I. Introduction	5
Section II Scope of Services.....	7
Section III. Specifications.....	9
Preliminary Schedule.....	10
Evaluation Criteria.....	14
Section V. Payment Terms.....	21
Section VI. General Conditions.....	21
List of Attachments.....	27

Attachments

- Attachment 1 - Experience Form
- Attachment 2 - Questionnaire
- Attachment 3 - Price Proposal
- Attachment 4 - Minority and Women-Owned Business Participation Compliance Form
- Attachment 5 - Section 3 Certification and Compliance Forms
- Attachment 6 - Authorization for Verification of References
- Attachment 7 - Statement of Offeror's Qualifications
- Attachment 8 - Conflict of Interest Statement
- Attachment 9 - Non-Collusive Affidavit of Prime Bidder/Offeror
- Attachment 10 – Sample for of Contract
- Attachment 11 - Form W-9
- Attachment 12 – Form HUD 5369-B Instructions to Offerors Non- Construction
- Attachment 13 - Form HUD 5370-C General Contract Conditions for Non-Construction Contracts
- Attachment 14 – List of SRHA properties

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

Proposals received in the issuing office after 5:00 p.m. on Wednesday, August 26, 2020, by Facsimile or by Email will not be considered. Suffolk Redevelopment and Housing Authority (Authority) is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. **It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.** The official time used in the receipt of proposals is that time written or stamped by the Authority.

All requests for interpretation of specifications shall be by written request, sent via email to sbrown@suffolkrha.org by August 21, 2020. Any changes to this proposal document will be issued as addenda and will be on file until proposals are opened. All such addenda will become part of the contract and all Offerors will be bound by such addenda, whether or not received by the Offeror.

This form must be signed, as well as subsequent addenda, and all pages returned in a sealed envelope. All signatures must be original and not photocopies.

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

Company Name: _____

Federal Tax ID: _____

DUNS Number: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

E-Mail: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

At a minimum, your response should include the information listed below. Submit one original and four copies and an electronic copy of your Proposal. Offerors are encouraged to use the following Schedule of Submittals when preparing your response. Failure to sign your submission by an individual authorized to commit your firm to the project may render the submission as non-responsive and may not be considered. Failure to submit a document specified in this RFP as listed below is curable if done within the timeframe specified upon our notice to you, however you will not be considered for scoring purposes if any documents are not submitted by the deadline given.

Cover Letter with Company Name; how firm or individual will carry out the responsibilities outlined in this RFP and signature. This Schedule of Submittals is provided to assist you in responding to this RFP but is not intended to waive or modify any provision of the RFP.

1. Evidence of the Offeror's ability to perform the work as indicated by profiles of the principals' and staffs professional and technical competence/experience and their facilities.
2. Past performance in terms of experience with similar projects, cost control, quality of work and compliance with performance schedules. **Attachment 1** - Experience Form
3. Capability to provide services on time and on budget demonstrating knowledge of Federal, State and local laws, rules and regulations, federal standards or other regulatory agencies' criteria having jurisdiction over the agency. **Attachment 2** - Questionnaire
4. Pricing Schedule - **Attachment 3** - Price Proposal
5. Efforts to Utilize MBE's and WBE's in the Project. **Attachment 4** – MBE/WBE Form
6. Section 3 Compliance Strategy. **Attachment 5** - Section 3 Forms
7. Evidence that the Firm or Individual maintains liability, errors and omissions, property, workmen's compensation and automobile insurance.
8. Required Forms
 - Completed and Executed **Attachment 6** - Authorization for Verification of References;
 - Completed **Attachment 7** - Statement of Offeror's Qualifications
 - Completed **Attachment 8** – SRHA Conflict of Interest Statement;
 - Completed **Attachment 9** - Non-Collusive Affidavit

For Offerors information attached are:

- Form HUD 5369-B Instructions to Offerors Non-Construction.
- Form HUD 5370-C General Conditions for Non-Construction Contracts.
- Sample Contract
- Form W-9, list of SRHA properties

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

I. INTRODUCTION

GENERAL INFORMATION

The Suffolk Redevelopment and Housing Authority (SRHA or the Authority), is requesting Proposals from qualified firms for consulting services to design and implement an employee engagement survey. The purpose of the survey is to measure employee engagement, attitudes, perceptions and commitment level towards the organization, leadership, their roles and the customers they serve, in accordance with the Scope of Work specified in this Request for Proposal (RFP).

BACKGROUND

The Suffolk Redevelopment and Housing Authority, Suffolk, Virginia (herein referred to as the (“Authority”)) is a political subdivision of the Commonwealth of Virginia created in 1971 to affordable housing and related services to eligible low-income families within the City of Suffolk and Isle of Wight County, Virginia. The Authority is headed by the Executive Director/Chief Operating Officer (ED/CEO) and is governed by a nine-person Board of Commissioners appointed by City Council. The SRHA is subject to requirements of the Department of Housing and Urban Development (hereinafter “HUD”), Title 24 of the Code of Federal Regulations (hereinafter “CFR”), the Commonwealth of Virginia Public Procurement Act, SRHA’s procurement policy and various other rules and regulations.

The Authority owns and manages 4 multi-family communities 366 units, 1 mid-rise elderly/disabled community 100 units totaling 466 Public Housing units, administers approximately 849 Housing Choice Vouchers (formerly known as Section 8), and administers a portion of the Community Development Program for the City of Suffolk. The Authority currently has approximately 35 employees.

Additional information about the Suffolk Redevelopment and Housing Authority and our services can be found at www.suffolkrha.org

RESERVATION OF RIGHTS

The Authority reserves the right to:

- Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Authority to be in its best interest.
- Not to award a contract pursuant to this RFP.
- Terminate any contract awarded pursuant to this RFP, for convenience upon ten (10) days written notice to the successful respondent(s).
- Determine the days, hours and locations that the successful respondent(s) shall provide the services called for in this RFP.
- Retain all proposals submitted and not permit withdrawal for a period of 7 days subsequent to the deadline for receiving proposals without the written consent of the Contracting Officer.

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

- Negotiate fees proposed by the respondent entity.
- Reject or not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- Have no obligation to compensate any respondent for any costs incurred in responding to this RFP.
- Determine the criteria and process whereas proposals are evaluated and decision as to who shall receive a contract. Whether or not an award shall be made as a result of this RFP shall be at the sole and absolute discretion of the Authority, the Contracting Officer and its Board of Commissioners.

At any time during the RFP or contract process, prohibit any further participation by a respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein. By downloading this proposal, each prospective responder agrees to abide by all terms and conditions listed within this document and further agrees to inform the Contracting Officer within 5 (five) days of the discovery of any item listed herein or of any item that is issued thereafter by the Authority that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Authority, but not the prospective or actual responder, of any responsibility pertaining to such issue.

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Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

II. SCOPE OF SERVICES

The Consultant will be expected to work with SRHA staff to perform the following services:

- A. Meet with management to discuss the goals of the project, the process, and tasks to be performed.
- B. Develop a mutually agreeable project management plan that clearly describes all phases of the project with schedule, milestones, responsibilities, and deliverables to achieve the outcomes of the project in a successful and timely manner.
- C. Develop a clear communication plan at the beginning of the project that results in SRHA staff and Management understanding the work being conducted by the Consultant, the purpose of the project, and the outcomes anticipated by the Board of Commissioners. Communication is expected to continue throughout the entire project.
- D. The survey consultation and design parameters will include the following items:
 - i. Provides multiple methods for participation to meet the needs of a diverse workplace.
 - ii. Provides a secured survey link via email to invite employees to access and participate.
 - iii. Provides ease of administration with reliable, valid reporting of results that are reasonable to interpret and communicate.
 - iv. Allows for timely final results to SHRA, with the ability to monitor survey progress during open survey timeframe.
 - v. Promotes a high participation rate with an effective communication strategy, and with questions that are designed to support ease of understanding and completion for a broad audience.
 - vi. Ensures that the design has a high level of validity and is statically sound, with questions that are based on proven research.
 - vii. Allows for flexibility with the potential for SRHA to provide input on the selection of questions and the potential to add questions.
 - viii. Ensures strictest confidentiality and anonymity.
 - ix. Provides relevant industry benchmark comparisons and flexible reporting to consider the data results by department.
 - x. Ensures sustainability and flexibility with the ability to repeat the staff-wide survey and conduct multiple pulse check surveys to monitor progress and effectiveness of action items.
 - xi. Summarizes and interprets results and provides recommendations to drive engagements at SRHA.
 - xii. Identifies the drivers of employee engagement to enable a focused approach to action planning based on measured results, and provides follow-up tools, resources, and support to implement action plans effectively.
- E. The awarded firm will be expected to work closely with SHRA’s Executive Team and provide the following:
 - i. Consult, develop, and customize a survey for the Board of Commissioner’s approval.
 - ii. Implement and host an electronic survey with data scored in a secure and confidential manner and provide hard copies as required.
 - iii. Provide a detailed explanation of the implementation and post-implementation process steps to include identifying how much lead time is needed (in days or weeks) to consult with the management team, develop and launch an engagement survey. Identify other helpful information that can ensure a successful implementation and launch of the engagement survey.
 - iv. Provide data in an easily accessible format that can be readily accessed for meaningful analysis and targeted distribution.

Suffolk Redevelopment and Housing Authority

Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

- v. Recommend leading practices in employee engagement, and provide communication strategy supports for a pre, during, and post-survey time periods to successfully reach targeted survey participation rates.
 - vi. Demonstrate proven ability for comparative analysis with relevant industry sectors, and a tabulation method that is statically relevant.
 - vii. Generate flexible reports based on the finds at the departmental and team level (taking anonymity of sufficient numbers into account).
 - viii. Provide post-survey support with consideration and interpretation of results, as well as support tools, templates, and resources to effectively act on engagement results.
 - ix. Collaborate with SRHA to ensure confidentiality and security of the surveys and survey data throughout the implementation, assessment, and delivery of results and in accordance with all privacy laws.
- F. The survey methodology and resources shall be developed taking the following into account:
- i. A description will be provided on the survey analysis methodology with a statistical approach and defense to both qualitative and quantitative measures, benchmark and industry comparators, process to determine survey questions relevant to SRHA, and the process for analyzing and interpreting our data. The description will demonstrate an evidence-based approach and model to support what and how the data will be measured, and the methods used to achieve and maintain anonymity of participants and overall confidentiality. It will address a framework for interpreting results and an action planning approach that includes practical and manageable steps to improve and sustain key areas of focus. The survey will produce results that can be benchmarked against prior survey data results and with other comparable organizations with similar characteristics.
 - ii. The survey will be developed to allow for customized language and questions (if required). It will offer multiple ways for communication, roll out, survey completion, and collection of survey responses.
 - iii. A recommended communications strategy will be provided, which will include timelines and resources required to deliver the strategy. It will include an education plan for key stakeholder groups with a framework for overall approach and practice.
 - iv. The awarded firm will provide samples of communication tools and methods to achieve a high level of employee participation. Key methods and messages for communication of change, survey methodology and interpreting and sharing/rolling out results will also be provided.
- G. The survey will be in electronic format that is ready to move into production. A description of any technical requirements will be provided that considers employee access at work or elsewhere to complete the survey. The requirements needed for the survey to be administered along with the ability to monitor progress and access reporting will be identified and included.
- H. The awarded firm will have and utilize consulting expertise to provide generally accepted principles and practices for analysis and scientific statistical support, explanations and defenses for the model/data. The vendor-consultant will provide key insights and analysis of survey results; provide relevant comparable benchmarks, qualitative data theming and support to map previous data.
- I. A full description and reporting samples of survey results will be provided. The vendor-consultant will provide information on how SRHA will be able to manage the reporting data, and how the data can be provided with varying views for the Agency consideration. Samples of reporting options for graphs and presentations will be provided, and consideration will be given to how this data can be compiled with other data using Excel or other formats. Details will be provided on how the data is stored, how access will be permitted over a period, and any restrictions to the data.

Suffolk Redevelopment and Housing Authority

Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

- J. Recommendations and samples for post survey action plans will be provided. Particular attention will be paid to any leadership and team tools that allow SRHA to highly engage in post survey actions, create a deep understanding of results, and that enhance communication on the key items that will continue to enhance and drive engagement at the organizational, department, and team levels.
- K. Provide implementation support and training as needed.
- L. Provide SRHA’s Executive Team with project status updates on a weekly basis.

III. SPECIFICATIONS

Eligible consultant must have and demonstrate the following qualifications:

A. CONTRACTOR REQUIREMENTS:

1. The firm shall have relevant experience providing employee engagement survey services to organizations of similar size and scope.
2. Provide evidence that demonstrates similar successful implementations, and experience achieving high employee and survey participation rates.
3. Experience developing and conducting training and presentations on engagement studies for different stakeholders including directors, managers and employees.
4. Staff, managerial and fiscal resources to complete all elements of the project in accordance with the required timeline.
5. Experience gathering input from various internal stakeholders.
6. Experience and aptitude for developing and implementing cost-effective strategies.
7. Ability to provide previous employee engagement surveys and recommendations that have been successfully implemented and maintained in comparable organizations of size and scope.

B. TERMS OF CONTRACT AND PRELIMINARY SCHEDULE

SHRA is seeking to have the scope of services of the employee engagement study completed by Friday, October 16, 2020.

The term of the contract to perform these consulting services will be negotiated between the Suffolk Redevelopment and Housing Authority and the selected Consultant.

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

Upon award of the contract, the Successful Offeror shall provide SRHA with a list of their personnel including office, home and cellular phone numbers and e-mail addresses so that SRHA can make emergency contact with the firm if necessary

The preferred project schedule is shown below:

Issue Date of RFP	Thursday, August 13, 2020
Deadline for Questions	Friday, August 21, 2020
Deadline for Issuing Addenda	Monday, August 24, 2020
Submission Deadline	5:00 p.m. on Wednesday, August 26, 2020
Interviews with selected respondents completed	August 27, 2020 - September 2, 2020
Anticipated Date for Entering into Contract	September 4, 2020
Survey and draft recommendations complete and accepted by SRHA	Friday, October 2, 2020
Project complete	Friday, October 16, 2020

C. SPECIAL INSTRUCTIONS

Issuing Office

Suffolk Redevelopment and Housing Authority (SRHA)
 Sherryann Brown, Administrative Operations Director
 530 E. Pinner Street
 Suffolk, Virginia 23434
 Phone: 757-539-2100
 Fax: 757-539-5184
 Email: sbrown@suffolkrha.org

Contact with SRHA Staff, Representatives, and/or Agents;

Direct contact with SRHA staff, representatives, and/or agents other than issuing staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Executive Director/CEO.

Pre Proposal Conference

N/A

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

Questions

Offerors must submit questions regarding the Request for Proposal (RFP) in writing to the Issuing Office to sbrown@suffolkrha.org no later than August 21, 2020. Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents.

Offeror is responsible for checking www.suffolkrha.org web site or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

Changes or Modifications

Changes or modifications to this Request for Proposals made prior to the date and time of closing will be addressed by addenda from the Issuing Officer. Offerors are to include signed addenda with their Proposal. Oral communications are not part of the Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

Equal Employment Opportunity and Supplier Diversity

Both the Contractor and Authority have, pursuant to HUD regulations, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

Within 2CFR 200.321 Contracting with small and minority firms, women’s business enterprise and labor surplus area firms.

- a. The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 1. Placing qualified small and minority businesses and women’s business enterprises on solicitations lists;
 2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
 5. Using the services and assistance, as appropriate, or such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring the prime contractor, if subcontractors are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

Within HUD Procurement Handbook 7460.8 REV 2 it states

Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the PHA shall make every feasible effort to ensure that small businesses MBEs, WBEs, and labor surplus area businesses participate in PHA contracting.

Goals. PHAs are encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of Section 3 and contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

Within the Authority Procurement Policy it states that our Authority shall make efforts to ensure that small and minority – owned businesses, women’s business enterprises, and other individual or firms located in or owned in substantial part by persons residing in the area of the SRHA community are used when possible. Such efforts shall include, but shall not be limited to:

Including such firms, when qualified, on solicitation mailing lists;

Encouraging their participating through direct solicitation of bids or proposals whenever they are potential sources;

Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the project area to business concerns which provide opportunities to low income residents as described in 24 CFR Part 135 (“Section 3 Businesses”)

Requiring prime contractor, when subcontracting is anticipated to take positive steps listed above. Goals shall be established periodically for participation by small businesses, minority owned business, women owned business enterprises, labor surplus area business, and Section 3 business concerns in the SRHA’s prime contracts and subcontracting opportunities.

RFP CLOSING

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than **5:00 p.m. local prevailing time on August 26, 2020**. Proposals received after the specified date and time (time stamped (5:01p.m. or later) will not be considered and will be returned to the Offeror unopened.

D. PROPOSALS SUBMISSION INSTRUCTIONS

Procurements Standards

All matters and issues related to this RFP and any contract resulting from the RFP shall be governed by the procurement principles set for the 2 CFR Part 200, 24 CFR Part 85, HUD Procurement Handbook for Public Housing Agencies, Handbook 7460.8 Rev-2, the Virginia Public Procurement Act (VPPA), and SRHA’s Procurement Policy.

Submission of Proposals

Any party interested in being considered for award must submit a Proposal package in response to this RFP in accordance with the instructions and terms hereunder and must demonstrate that the proposed Consultant is qualified, capable and ready to provide services immediately upon selection.

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

By submitting a response, the Offeror agrees to be bound by the terms and conditions of this RFP, Offerors are expected to examine ALL elements of the RFP prior to preparing their response. Failure to do so will be at the Offeror’s risk.

All costs incurred, directly or indirectly, by the Offeror in response to this RFP shall be the sole responsibility of the Offeror and shall be borne by the Offeror.

All proposals must be submitted and time-stamped received in the SRHA’s Main Office, located at 530 E. Pinner Street, Suffolk, Virginia by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of one original signature copy (marked “ORIGINAL”) and four exact copies of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

Suffolk Redevelopment and Housing Authority
Attention: Sherryann Brown
530 E. Pinner Street
Suffolk, Virginia 23434

The original must contain a manual original signature of an authorized representative of the Offeror. All corrections made on the Proposal package must be initialed by the authorized representative of the Offeror. The company name must appear on the cover sheet. The proposal package must include all documents, materials and information required herein. Any omission of information by the Offeror is at the Offerors own risk, as the Authority Evaluation Panel will only consider information submitted in the proposal package on or before the submission deadline, except as noted elsewhere in this RFP. The package exterior must have the respondent’s name and return address. Proposals submitted after the published deadline will not be accepted. In order to be considered, the proposals must be received no later than **5:00 p.m. local prevailing time on August 26, 2020** by mail or delivery.

E. CONFIDENTIALITY

There will be no public opening of proposal packages. All proposal packages and information on concerning same shall remain confidential until all negotiations are completed, and the Notice of Award is issued. Offerors are hereby notified that all proposal packages received by the Authority shall be included as part of the official contract file. Therefore, any part of the proposal package that is not considered confidential, privileged or proprietary under any applicable Federal, State or local law may be available for public inspection upon completion of the procurement process. Notwithstanding the foregoing, the applicable provisions of Federal, State and local laws shall govern the confidentiality of proposal packages despite anything contrary to this provision stated in the Request for Proposals.

Ownership of all data, materials, and documentation originated and prepared for the Authority pursuant to the **RFP** shall belong exclusively to the Authority and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining **and** must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

Therefore, any part of the proposal package which, in the opinion of counsel to the Authority, is not exempt from production under the *Virginia Freedom of Act* shall be available for public inspection upon completion of the procurement process.

F. EVALUATION CRITERIA

Selection of a firm to render services pursuant to this RFP will be made in accordance with HUD, VPPA and Authority procurement regulations and the Evaluation Criteria outlined below. All responsive proposal packages received by the time and date specified in this RFP shall be evaluated by the RFP Evaluation Panel. The Authority will select an Offeror whose Proposal is most advantageous to the Authority.

Technical Evaluation Criteria

Evaluation Factors: The following factors will be utilized by the Authority to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within their proposal submittal:

EVALUATION CRITERIA	FACTOR TYPE	POINT VALUE
Ability and professional capacity to perform the work as indicated by experience with similar projects, <i>agencies</i> and client’s profiles of the principals' and staff's professional and technical competence/experience and commitment to services offered.	Subjective (Technical)	25 points
Recommendations by References	Objective	15 points
Methodology: Understanding of services to be provided and proposed method for providing such services; Capability to provide services on time and on budget; Subjective demonstrating knowledge of local and state laws, federal standards or other regulatory agencies' criteria having jurisdiction over the Authority. Demonstrated understanding of the Authority's requirements.	Subjective (Technical)	25 points
Price The proposed fee structure submitted by the proposer.	Objective	25 points
Efforts to Utilize MBE's and WBE's in the Project	Subjective (Technical)	5 points
Section 3 Compliance Strategy	Objective (Technical)	5 points
Evidence that the Firm or Individual currently meets insurance requirements	Objective	Yes/No
TOTAL POINTS AVAILABLE		100 points

Suffolk Redevelopment and Housing Authority

Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

SUBMISSION FORMAT

In submitting a response, the Offeror acknowledges that the Authority shall not compensate the Offeror for any submission or contract negotiation costs, including without limitation costs of preparation, appearances for interviews, and/or travel expenses. It is essential that the Offeror selected have the necessary knowledge, skills and experience to implement all aspects of the work. All work is to be performed with the highest degree of professional standards, in compliance with all applicable laws, regulations, procedures, criteria and requirements; to include all applicable Federal, State, and local laws and regulations. Please be sure to submit proposals in the following order with the tab number clearly indicated. Failure to follow this format or omission of information responsive to these requirements may, in the Authority's sole and absolute discretion, result in disqualification of the Offeror from the RFP process.

Ability and professional capacity to perform the work as indicated by experience with similar projects, agencies and client's profiles of the principals' and staff's professional and technical competence/expertise and commitment to services offered.

(25 Points)

Offerors should, at a minimum, include an organization chart and individual resumes for all key personnel and team members. Please list their names, titles and role below and attach resumes. Resumes should include the following information: Name of the individual; a description of the functions the individual will perform and his/her title or position; the individual's relevant educational background and work experience; the specialized skills, training, credentials or accomplishments of the individual that are relevant to the required services; and any similar or comparable projects on which the key personnel have served in positions of similar or comparable responsibility within the last five years. Include the name, e-mail address, address and phone number of for each person listed.

Recommendations by References

(15 Points)

The Authority must be able to verify references under this Evaluation Criterion.

Attach a list of similar clients, giving name, address, size of agency, type of services provided and length of on tract for each similar client that your organization has served in the last five years. Provide for each, the name, e-mail address, address and phone number for the contact or representative. See **Attachment 1-** Experience List (The organizations listed should be the same type of organization as SRHA. The list should include no more than five (5) firms to indicate previous experience working with Public Housing Authorities (PHAs) or other similar entities).

Methodology: Offeror shall provide a description outlining the services to be performed. Such description should, at a minimum provide:

- Offerors understanding of the service to be provided;
- Proposed methods and equipment to be used;
- Address elements and personnel assigned, use of software or analytical tools;
- Assistance and materials to be furnished by SRHA;
- Project plan and any other pertinent information.

Capability to provide services on time and on budget demonstrating knowledge of Federal, State and local laws, rules and regulations, federal standards or other regulatory agencies' criteria having jurisdiction over the project. Please complete **Attachment 2 - Questionnaire**.

(25 Points)

Suffolk Redevelopment and Housing Authority

Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

Pricing Schedule

List any and all cost considered necessary for the completion of the project. This price shall in be in enough detail to include the task and number of hours required and a total price for work to be performed in accordance with this RFP. Complete **Attachment 3** - Pricing Schedule.

(25 Points)

Efforts to Utilize MBE's and WBE's in the Project

Please provide information on your organization's efforts to utilize Small, Minority and Women-owned businesses or your ownership designations if you are a MBE or WBE. Refer to **Attachment 4** - MBE & WBE form for the Authority's policy regarding Minority and Women Business Enterprises.

(5 Points)

Section 3 Compliance Strategy

Please provide information on your organization's Section 3 experience and refer to Attachment 5 for SRHA's Section 3 Program and Certification. At a minimum, use **Attachment 5** to detail your status as a Section 3 Business and to outline your Section 3 Compliance Strategy. Any additional information that you provide will be considered.

(5 Points)

Evidence that the Firm or Individual maintains liability, property, workmen's compensation and automobile insurance. Please attach a copy of the firm's insurance certificates.

Required Forms

- Completed and Executed **Attachment 6** - Authorization for Verification of References;
- Completed **Attachment 7** - Statement of Offeror's Qualifications
- Completed **Attachment 8** - Conflict of Interest Statement;
- Completed **Attachment 9** - Non-Collusive Affidavit

- Instructions to Offerors, Form HUD 5369-B.
- General Conditions for Non-Construction Contracts Form HUD 5370-C1.

PROPOSALS EVALUATION AND SELECTION PROCESS

General

All responsive proposal packages received by the Authority within the established deadline that meet the submission requirements will be evaluated by the RFP Evaluation Panel consisting of three (3) or more voting members.

PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within of this document, the designated Contracting Officer is the only person at the Authority that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

Proposal Evaluation

The Contracting Officer will forward responsive proposal packages to the RFP Evaluation Panel. Each such proposal package will be evaluated by the RFP Evaluation Panel using the Technical selection criteria set forth in the Pricing Schedule of this RFP and scored on the basis of the information contained in the proposal package. Factors not specified in the RFP may not be considered. The CO will evaluate the Price Factor. The sum of the

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

points assigned to each proposal package by an individual panel member shall be averaged with all the panel members' scores for each Offeror. The CO shall add the Price score and these numbers shall be the "Final Score" for each Offeror. Once qualified Offerors are determined, the Evaluation Panel may interview and require oral presentations of selected Offerors to clarify specific matters presented in the proposals. The selected Offeror(s) are required to assume responsibility for all services offered in their proposals.

Points Awarded Range. Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFP are shaded please also see the Evaluation Factors detailed within the preceding Section:

Points Award Range

Classification*	Rating	%	10	20	30	100**
Acceptable	Excellent	95%/+	10	19-20	29-30	95-100
Acceptable	Very Good	90%/+	9	18	27-27	90-94
Potentially Acceptable	Good	80%/+	8	16-17	24-26	80-89
Potentially Acceptable	Average	70%/+	7	14-15	21-23	70-79
Unacceptable	Poor	<70%	0-6	0-13	0-20	0-69

*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.

****Total available points to be awarded, including cost points, minus preference points.**

Price Evaluation

Price Evaluation will be made by the CO including the base year and the option years pricing included in the completed Attachment 3. Proposed pricing for each item listed in Attachment 3 will be compared to the range of proposed pricing submitted in all Proposals as well as the Authority's price estimate. Any materially unbalanced Proposals will be rejected. A proposal is materially unbalanced when it is based on prices significantly understated for some work and prices which are significantly overstated for other work. Any determination of materially unbalanced pricing will be made considering both the pricing contained in proposals received in response to this RFP and prices historically paid by the Authority for like services.

The Authority reserves the right to make multiple awards as a result of this solicitation. Should the Authority determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

G. INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The proposal package must include evidence of the Offeror's ability to provide Professional Worker's Compensation Insurance (or evidence that Offeror is not required to provide such insurance under applicable law), Public Liability, Automobile, Professional Liability and/or Errors and Omissions and Property Insurance coverage. Such insurance shall be procured from a company licensed to do business in the Commonwealth of Virginia and maintained for the entire duration of the proposed contract. Deductible levels shall not exceed \$1,000 per occurrence on any policy. Proof that these requirements can be met must be provided prior to award.

All policies must be in amounts acceptable to the Authority. Upon Notice of Award, the Authority must be named as an additional insured on all policies and the policy must provide that coverage cannot be canceled without notice to the Authority at least thirty (30) days before the effective date of such cancellation. Notwithstanding the foregoing, the Authority reserves the right, in its sole discretion, to raise, waive or reduce the limits of any insurance coverage, including deductibles, required under this Request for Proposals, or to otherwise modify insurance requirements as it deems appropriate.

The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contract to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished. If proper proof of insurance is not met within 10 days of Notice of Award, the Authority may immediately cancel any contract.

Worker's Compensation

- a. Coverage to be in compliance with the Workers Compensation Law of the Commonwealth of Virginia.
- b. StateStatutory
- c. Applicable Federal Statutory
- d. Employer's Liability \$100,000
- e. Benefits Required by Union Labor Contractors As Applicable

Commercial General Liability (coverage against losses resulting in bodily injury, personal injury and property damage caused by or arising out of the contractor's operations under the contract; including Contractual Liability; Products and Completed Operations; Premises Operations):

- a. Combined Single Limit:
 \$1,000,000 for Each Occurrence, in primary policy or through use of Umbrella or Excess Limits.

 If policy contains a general aggregate limit, it shall apply separately to each project.
- b. Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment, and the Contractor shall continue to provide evidence of such coverage to the City on an annual basis.

Automobile Liability (Owned, Non-Owned, Hired)

\$1,000,000 for Each Accident (Bodily Injury and Property Damage) in primary policy or through use of Umbrella or Excess Limits.

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

Professional Liability/Errors and Omissions:

Minimum Limits:

\$1,000,000 Each Claim

City/State Business License. If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Suffolk and/or the Commonwealth of Virginia.

(Remainder of Page intentionally left blank)

Suffolk Redevelopment and Housing Authority

Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

IV. SCHEDULE

A. Contract Term

The Authority anticipates that it will initially award a contract for the period of two (2) years with the option, at the Authority's discretion, of one (1) additional (1) one-year option periods, for a maximum total of five (3) years.

B. Contract Type

This RFP will result in a contract with payment terms to be negotiated between the Authority and the selected Offeror. The contract shall commence on the date specified therein and will be a base period of two year with one option years. The Authority will evaluate the proposals based on all three years. Ninety (90) days before the end of the contract, the Authority will notify the vendor whether we intend to exercise an option year.

C. Start-up Costs

It is implicit that time spent by contractor reviewing Authority policies, procedures in preparation to provide consulting services to the Authority shall not be invoiced to the Authority.

V. PAYMENT TERMS

A. General Terms

1. Payment terms are net 30 days and shall be made upon proper submittal and receipt of an invoice, and upon completion/acceptance of work. All invoices shall only include the work that has been accepted and approved for payment. Submit invoices to Suffolk Redevelopment and Housing Authority, 530 E. Pinner Street, Suffolk, VA 23434.

VI. GENERAL CONDITIONS

A. See attached Form HUD 5370C General Conditions for Non-Construction Contracts

B. CONTRACTOR RESPONSIBILITY REVIEW Selection

The Authority shall award contracts only to responsible contractors who have the ability to perform successfully under the terms and conditions of this Request for Proposals. Therefore, following technical evaluations, the Authority shall assess the responsibility of the highest rated firms prior to award of the contract. The Authority's determination of contractor responsibility may include, but not be limited to consideration of the following:

- Compliance with public policy, including compliance with Federal, State and local laws, regulations, codes and ordinances;
- Record of past performance and ability to maintain commitment for the duration of the contract;
- Financial, staff, organizational and technical resources (including computer and technical equipment); and
- Eligibility for award of a federally assisted contract (e.g., debarment).

Suffolk Redevelopment and Housing Authority

Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

Assessment

In assessing the Offeror's responsibility, the Authority may request the Offeror being considered for award to submit additional information, statements, and/or other documentation regarding any of the factors enumerated above. Failure of such Offeror to provide such additional information within the time requested by the Authority may render the Offeror ineligible for award.

C. CONFIDENTIALITY

During the term of this appointment, as well as thereafter, all information pertaining to the Authority shall be kept confidential unless such information is open to the public under local, state, and/or federal law. Contractor shall not use any such information to the detriment of the Authority or its officers or employees at any time during or after the period of this contract.

Any inquiries from the media concerning the Authority or matters for which the Authority engages shall be communicated immediately to the ED/CEO. Contractor shall communicate with the Authority to develop an appropriate response, if one is warranted.

D. AWARD CRITERIA

Award

Following the evaluation of Proposals, the Authority will compose a list of highest-rated, responsible Offerors to determine the competitive range. The Authority shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable based on initial responses and with emphasis on professional competence, to provide the required services.

Repetitive informal interviews or oral presentations shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed services, as well as alternative concepts. At the discussion stage the Authority may discuss non-binding estimates of costs, including, but not limited to, non-binding estimates of price for specific services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the Authority shall request the two or more fully qualified, responsible and suitable Offerors in the competitive range to submit a Best and Final Offer. The Authority shall award the contract to the most qualified Offeror whose Proposals will be most advantageous to the Authority and with whom the Authority is able to reach agreement in accordance with the Proposals Evaluation and Selection Process.

Right to Negotiate Final Fees

The Authority shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated Offeror may, at the Authority's option, be the basis for the beginning of negotiations. Such negotiations shall begin after the Authority has chosen a top-rated Offeror. If such negotiations are not, in the opinion of the CO successfully concluded within 5-10 business days, the Authority shall retain the right to end such negotiations and begin negotiations with the next-rated Offeror. In negotiations regarding the terms of the contract, the Authority has no legal authority to indemnify the Offeror. Firms submitting proposals agree that they will not ask the Authority to indemnify them in any resulting contract.

Suffolk Redevelopment and Housing Authority

Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

The Authority may: (a) reject any and all proposal packages received; (b) waive any minor irregularities or technicalities in the proposal packages received; (c) make a single or multiple awards under this RFP; (d) amend this solicitation as permitted by applicable law; or (e) cancel this solicitation in its entirety or any portion thereof.

Contract Award Procedure

If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

By completing, executing and submitting the Form of Proposal, the "Offeror is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Authority including the contract clauses already attached. Accordingly, the Authority has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

Contract Conditions

The following provisions are considered mandatory conditions of any contract award made by the Authority pursuant to this RFP:

Contract Form

The Authority will not execute a contract on the Contractor's form-contracts will only be executed on the Authority form (please see Sample Contract), and by submitting a proposal the Contractor agrees to do so (please note that the Authority reserves the right to amend this form as the Authority deems necessary). However, the Authority will during the RFP process (prior to the submittal deadline) consider any contract clauses that the Offeror wishes to include therein and submits in writing a request for the Authority to do so; but the failure of the Authority to include such clauses does not give the Contractor the right to refuse to execute the Authority's contract form. It is the responsibility of each prospective Offeror to notify the Authority, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Authority will consider and respond to such written correspondence, and if the prospective contractor is not willing to abide by the Authority's response (decision), then that prospective contractor shall be deemed ineligible to submit a proposal.

HUD Forms

Please note that the Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

Assignment of Personnel

The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority and the completion of the contracted work.

Unauthorized Sub-Contracting Prohibited

The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Authority, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

E. WITHDRAWAL/MISTAKES

Proposals may NOT be withdrawn for seven (7) days from the submission deadline date.

If a mistake in a proposal is suspected or alleged; the proposal may be corrected or withdrawn during any negotiations that are held. If negotiations are not held, the Offeror may be permitted to correct a mistake in the proposal and the intended correct offer may be considered based on the conditions that follow:

The mistake and the intended correct offer are clearly evident on the face of the proposal.

The Offeror submits written evidence which clearly and convincingly demonstrates both the existing offer and such correction would not be contrary to the fair and equal treatment of other Offerors.

Mistakes after award shall not be corrected unless the Authority's Executive Director/CEO makes a written determination that it would be disadvantageous to the Authority not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by the Authority's Executive Director/CEO.

Potential Multiple Awards

The Authority reserves the right to, at any time during the ensuring contract period(s) make to make additional ward to another firm that has responded to this RFP with a proposal submittal.

Potential Additional Competitive Solicitations

The Authority reserves the right to, at any time during the ensuring contract period(s) and without penalty to the legal counsel retained as a result of this RFP, conduct additional competitive solicitations to retain additional legal counsel when, in the opinion of the ED/CEO, it is in the best interest of the Authority to do so. Accordingly, the legal counsel retained as a result of this RFP shall have the right to also respond to any such additional solicitation process, if conducted.

F. CONFLICT OF INTEREST

The Offeror warrants that to the best of his/her knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Offeror's organizational, financial, contractual or other interests are such that:

Award of the contract may result in an unfair competitive advantage.

The Offeror's objectivity in performing the contract work may be impaired. In the event the Offeror has an organizational conflict of interest as defined herein, the Offeror shall disclose such conflict of interest fully in the proposal submission.

The Offeror agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Executive Director which shall

Suffolk Redevelopment and Housing Authority

Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

include a description of the action which the Offeror has taken or intends to take to eliminate or neutralize the conflict. The Authority may, however, terminate the contract if it is in its best interest.

In the event the Offeror was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Executive Director/CEO, The Authority may terminate the contract for default.

The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Offeror. The Offeror shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

No member, officer, or employee of the Suffolk Redevelopment and Housing Authority, no member of the governing body of the locality in which the project is situated, no member of the Board of Commissioners 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.

In addition to complying with any applicable professional conduct standards relating to conflicts of interest, Contractor affirms and agrees that he/she has not represented any client in any matter pending against the Authority during the six month period preceding the resulting contract, and that he/she/the firm shall not represent any client in any capacity concerning any matter pending against the Authority during the existence of this contract, nor for a six month period following the end/termination of this contract.

The Authority reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision, which may include without limitation disqualification of the applicable Offeror.

G. PROTEST PROCEDURES

Protest of Procurement Action:

Who May File: Any actual or prospective Bidder/Offeror to a SRHA solicitation whose direct economic interest would be directly affected by the award of the contract, may protest a solicitation or a contract award only for alleged material violations of the principles of the SRHA Procurement Policy; HUD procurement regulations; and applicable Federal, State and local laws. The written protest shall include the basis for the protest and the relief sought. Solicitation documents shall set forth SRHA's protest rights.

Filing Deadline: A protest against a solicitation must be received from the prospective Bidder/Offeror before the due date for receipt of bids or proposals. A protest against the award of a contract or cancellation of a solicitation must be received within ten (10) calendar days after notice of contract award or announcement of the decision to award or notice of cancellation of a solicitation, whichever comes first. Any protest which is not made within the specified time limit will not be considered.

Filing Procedure: All protests shall be in writing, submitted to the Contracting Officer or designee.

Contracting Officer's Decision: The Contracting Officer shall investigate as appropriate and shall issue a written decision on the matter after reviewing all relevant information, within ten (10) days. The Contracting Officer's decision shall inform the protester of any appeal rights within SRHA. An award need not be delayed for the period

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

allowed a bidder or Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

Contract Claims: All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer or designee. The Contracting Officer shall conduct an investigation as appropriate and shall issue a written decision on the matter expeditiously after reviewing all relevant information. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of any appeal rights to the Executive Director/CEO.

Appeal Rights: A decision to award or an award may be appealed through an Administrative Appeals procedure which shall provide for a:

- Hearing before a disinterested person or panel;
- Opportunity to present pertinent information
- Issuance of a written decision containing findings of fact.

The disinterested person or panel shall not be an employee of the governmental entity against whom the claim has been filed. The findings of fact shall be final and conclusive and shall not be set aside unless the same are (a) fraudulent, arbitrary or capricious; (b) so grossly erroneous as to imply bad faith; or (c) in the case of denial of prequalification, the findings were not based upon the criteria for denial of requalification set forth. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely manner.

Any party to the administrative procedure, including the public body, shall be entitled to institute judicial review if such action is brought within thirty days of receipt of the written decision.

Deadline for Appeal

All such appeals must be submitted by the contractor in writing within fourteen (14) calendar days from the date of the Contracting Officer's decision.

Appeal to HUD

HUD will only review protests in cases of violations of Federal law or regulations and failure of SRHA to review a complaint or protest.

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Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

LIST OF ATTACHMENTS

Attachment 1 - Experience Form

Attachment 2 - Questionnaire

Attachment 3 - Price Proposal

Attachment 4 - Minority and Women-Owned Business Participation Compliance Form

Attachment 5 - Section 3 Certification and Compliance Forms

Attachment 6 - Authorization for Verification of References

Attachment 7 - Statement of Offeror's Qualifications

Attachment 8 - Conflict of Interest Statement

Attachment 9 - Non-Collusive Affidavit

Attachment 10 – Sample Contract

Attachment 11 - Form W-9

Attachment 12 – Form HUD 5369-B Instructions to Offerors Non- Construction

Attachment 13 - Form HUD 5370-C General Contract Conditions for Non-Construction Contracts

Attachment 14 – List of SRHA properties

NOTE: No Facsimile or Electronic proposals will be accepted.

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

ATTACHMENT 1

Please complete a form for each organization that you have provided Consulting Services to in the last five (5) years. (List no more than five (5) organizations)

Experience Form

Organization Name: _____

Address: _____

Organization Size (# Employees): _____

Type of Organization: Public _____ Private _____

Organization Description: _____

Contact Name: _____

Address: _____

Phone Number: _____

E-mail Address: _____

Contract Term (if renewable, has it been renewed?): _____

Type of Services Provided to Organization: _____

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

**ATTACHMENT 2
QUESTIONNAIRE**

If you answer yes to any of the following, on a separate attachment, provide a detailed explanation regarding the circumstances relating to same, including the names, addresses and phone numbers of persons who might be contacted for additional information.

1. Has your organization, any principal of your organization, or any "Affiliated Entity" (i.e. an entity of which your organization or one or more principals of your organization serves or served as general partner, managing member, or manager, or an entity in which your organization or the principal(s) of your organization (individually or collectively) have or had a greater than 50% interest):
 - a. ever been terminated on a contract for cause?
Yes _____ No _____
 - b. within the last five years, made payment on a contract for damages?
Yes _____ No _____
2. Has your organization, any principal of your organization, or any Affiliated Entity, in the last three years, received a final order for willful and/or repeated violation(s) issued by any government agency?
Yes _____ No _____
3. In the last ten years, has your organization, any principal of your organization, or any Affiliated Entity, had any judgment entered against it or them for any claim sounding in breach of contract, tortious interference with contract or a contract expectancy, discrimination, or fraud?
Yes _____ No _____

If yes, please on a separate attachment, state the person or entity against whom the judgment was entered, give the location and date of the judgment, describe the project involved, and explain the circumstances relating to the judgment, including the names, addresses and phone numbers of persons who might be contacted for additional information.

5. If you answer yes to any of the following, please on a separate attachment, state the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information.

In the last ten years, has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:

- a. ever been found guilty on charges relating to conflict of interest?
Yes _____ No _____
- b. ever been convicted on criminal charges relating to contracting or bribery?
Yes _____ No _____

Suffolk Redevelopment and Housing Authority

Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

- c. ever been convicted: (i) under Va. Code Section 2.2-4367 et seq. (Ethics in Public Contracting); (ii) under Va. Code Section 18.2-498.1 et seq. (Va. Governmental Frauds Act); (iii) under Va. Code Section 59.1-68.6 et seq. (Conspiracy to Rig Bids); (iv) of a criminal violation of Va. Code Section 40.1- 49.4 (enforcement of occupational safety and health standards); or (v) of violating any substantially similar federal law or law of another state?

Yes _____ No _____

6. Is your organization or any officer, director, partner or owner currently debarred from doing federal, state or local government work for any reason?

Yes _____ No _____

(Remainder of Page intentionally left blank)

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

ATTACHMENT 3

Price proposal

The Offeror proposes the non-binding fee arrangement described below for the services listed in this RFP. The Offeror will indicate whether the rates represent a discount from standard hourly rates.

Rates quoted shall be all-inclusive and shall include all labor and material costs, all travel costs, all insurance costs, all costs of delivery to Suffolk, all costs of installation and set-up, and all other overhead, including any fees or other charges required by law.

Table 1.

SCHEDULE OF QUANTITIES AND PRICES			
EMPLOYEE SURVEY (2020)			
METHODOLOGY			LUMP SUM PRICE
Survey Design and Development			\$
Survey Implementation			\$
Data Collection and Analysis			\$
Report Writing, Support/action tools and Presentations			\$
PROVISIONAL ITEM	UNIT PRICE PER PERSON	ESTIMATED QUANTITY	EXTENDED PRICE
Pulse Surveys (2021)	\$		\$
TOTAL PRICE for SURVEYS: (2020) + (2021)			\$

OPTIONAL: ADDITIONAL CONSULTING AND TRAINING \$ _____/hr.

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

ATTACHMENT 4

**MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION
COMMITMENT FORM**

It is the policy of Suffolk Redevelopment and Housing Authority to ensure that Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) are provided the maximum opportunity to participate in all contracts administered by SRHA. This requirement applies to all businesses performing as the prime contractor.

For the purpose of this commitment, a MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one (51) percent owned and controlled by one or more minority group members or, in the case of a publicly owned business, at least fifty-one (51) percent of the stock is minority owned and controlled by minority group members. For the purpose of this commitment, "minority group members" are defined as citizens of the United States who are members of a socially or economically disadvantaged minority group, which includes African-Americans, Hispanic-Americans, Asian-Americans, Native-Americans and Pacific Islanders.

For the purpose of this commitment, a WBE is defined as a "business that is at least fifty-one (51) percent owned by a woman or women, who are U.S. citizens and who control or operate the business.

SRHA has not established a minimum threshold for participation of MBEs and WBEs; however, SRHA strongly encourages and affirmatively promotes the use of MBEs and WBEs in all SRHA contracts.

Please indicate the percentage of minority business participation for this project. This refers to the percentage of the total dollar value of the contract that will be subcontracted to minority firms. If a minority firm, indicate 100 percent.

_____ percent*

Please indicate the percentage of women-owned business participation for this project. This refers to the percentage of the total dollar value of the contract that will be subcontracted to women-owned firms. If a women-owned firm, indicate 100 percent

_____ percent*

*SRHA will consider minority and women-owned participation in awarding this contract. And, as on all SRHA projects, SRHA reserves the right to approve or disapprove any subcontractor list.

To be considered a "minority business", the business must be so certified by the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia. SRHA will provide assistance in the certification process.

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

ATTACHMENT 4

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

Responder's Name

Name of Authorized Officer - printed

Name of Authorized Officer – signed

Date

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

ATTACHMENT 5

SECTION 3 BUSINESS ENTERPRISE FACT SHEET

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low or very-low income residents in connection with projects and activities in their neighborhoods.

Housing Authorities are mandated by HUD to provide employment, training and contracting opportunities to low income and very-low income persons, specifically those individuals who are recipients of government assistance for housing.

Are you a Section 3 Business Enterprise?

A Section 3 Business Enterprise is:

- A business that is at least 51% or more owned by Section 3 Residents,
- A business whose 30% of permanent, full-time employees are Section 3 residents or were Section 3 businesses.
- A business that will commit to subcontract 25% or more of all SRHA contract dollar awards to Section 3 businesses.

A Section 3 Resident is:

- A public housing resident or,
- A low income person who lives in the metropolitan areas where a HUD-assisted project for housing or community development is located. Low income is defined as income below 80% of the median household income of that area. The median household income for this Metropolitan Statistical Area is \$73,000.

The Section 3 Resident Certificates are available for you to survey your current and prospective employees. To determine if a person is Section 3 resident you must consider the family’s annual household income and the number of persons in the household. The chart below will help you to identify a person as a Section 3 Resident. Find the family size on the chart. If the family’s annual income is equal to or less than the income listed below in the box, that person is a Section 3 resident.

Family Size	1	2	3	4	5	6	7	8
Low Income	\$46,200	\$52,800	\$59,400	\$66,000	\$71,300	\$76,600	\$81,850	\$87,150
Very Low Income	\$28,900	\$33,000	\$37,150	\$41,250	\$44,550	\$47,850	\$51,150	\$54,450
Extremely Low Income	\$17,350	\$19,800	\$22,300	\$26,200	\$30,680	\$35,160	\$39,640	\$44,120

as of 4/2020

How can businesses find Section 3 Residents?

Contact the Section 3 Coordinator (757) 539-2100 to provide them your company’s employment and training opportunities and any special knowledge, skills, abilities and/or requirements.

SRHA will search its database and refer Section 3 residents as candidate for your interview and consideration. Examples of Section 3 jobs may include, but are not limited to:

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

- Administrative/Management (accounting, payroll, research, bookkeeping, purchasing, word processing);
- Service (repair, florists, marketing, carpet installation, janitorial, catering, landscaping, printing, computer services, transportation);
- Construction (architecture, bricklaying, carpentry, cement/masonry, demolition, drywall, electrical, elevator construction, engineering, fencing, heating, iron works, machine and equipment operator, painting, plastering, plumbing, tile setting, unskilled labor, semi- skilled trades).

(Remainder of Page intentionally left blank)

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

Suffolk Redevelopment and Housing Authority
Section 3 Business Self-Certification

I, _____, the undersigned being duly sworn, on oath, represents, warrants, certifies, deposes and says, under penalty of law, as follows:

1. Company Name: _____
2. Company Address: _____ City _____ State _____ Zip _____
3. Business Telephone: _____ Cellular telephone: _____
 Fax: _____ Email address: _____
4. Type of Business (examples: construction, electrician, catering, accounting, landscapes, etc.).

5. Contractor's License: _____ Class A _____ Class B _____ Class C
6. Certifications: _____ SWaM _____ DBE _____ Other _____

Please select “Yes” or “No”. If you answer “YES” to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

1. 51% or more of the business is owned by a Section 3 resident; or
 _____ YES _____ NO
2. 30% or more of the company's full-time employees are Section 3 residents, or were Section 3 residents within the past three years; or
 _____ YES _____ NO
3. The company can provide evidence, as required, of a commitment to subcontract 25% or more of all subcontract dollars to a certified and qualified Section 3 business enterprises.
 _____ YES _____ NO

OPTIONAL

A Minority-owned Business Enterprise is 51% or more minority group members own the company or 51% or more of voting stock owned is controlled by minority group member(s). Indicate your federal minority designation:

_____ African-American _____ Hispanic-American _____ Native-American
 _____ Asian-Indian American Asian _____ Pacific American _____ Hasidic Jewish American

_____ Woman Owned **A Woman-owned Business Enterprise is a company that is at least 51% owned by a woman or women who are United States citizens and control or operate the business.**

I declare and affirm under penalty of prosecution for perjury that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements may be cause to disqualify this certification.

Signature of Business Owner or Authorized Representative

 Date

Signature of Business Owner or Authorized Representative

 Date

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

Notary Public Jurist: City/County of _____ in the Commonwealth of Virginia

The foregoing instrument was subscribed and sworn before me this _____ day of 201_____ by

Notary (Please Print Name)
This commission expires: _____

Notary Signature
Notary Registration Number: _____

(Remainder of Page intentionally left blank)

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

ATTACHMENT 5

SECTION 3 BUSINESS PREFERENCE SUBMITTAL FORM

1.0 Introduction. This form must be fully completed, accompanied by all required attachments, for any Offeror claiming a Section 3 Business Preference (hereinafter, "Preference").

- 1.1 This fully completed form and any attachments thereto, will become a part of any ensuing contract.
- 1.2 Each Offeror shall mark an "X" where provided following for all that apply to his/her claim of a Preference.
- 1.3 The Offeror shall provide as an attachment to this completed form a detailed work plan clearly explaining how each following "preference claim" will be accomplished. Failure on the part of the Offeror to include any such required attachment fully explaining the claim of the Offeror shall result in the Agency not considering the claim for a Preference (though the Agency may, if awarded, later require the Offeror to submit the information to satisfy the Section 3 requirements of the ensuing contract).

2.0 Current Section 3 Status. The undersigned Offeror hereby claims that it is a Section 3 business concern and claims such preference in that he/she can provide evidence that (the Offeror has attached justifying documentation for each item following marked with an "X"):

2.1 _____ It is 51% or more owned by a Section 3 resident(s):

[Table 1]

(1) Section	(2) Mark "X" if Included	(3) Description
2.1.1		Agency residence
2.1.2		Evidence of participation in a public assistance program
2.1.3		Articles of Incorporation
2.1.4		Fictitious or Assumed Business Name Certificate
2.1.5		List of owners/stockholders and % of each
2.1.6		Latest Board minutes appointing officers
2.1.7		Organization Chart with names and titles and brief function statement
2.1.8		Partnership Agreement
2.1.9		Corporation Annual Report

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

ATTACHMENT 5

SECTION 3 BUSINESS PREFERENCE SUBMITTAL FORM

2.2 At least 30% of its full-time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents:

2.2.1 To justify this claim, please see the immediate following:

[Table 2]

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of Section 3 Resident Employees
Trainees		
Apprentices		
Journeypersons		
Laborers		
Supervisory		
Superintendent		
Professional		
Clerical		
Other:		

2.2.2 Attach a listing of all employees listed within column (3) above, including name and total annual income. Also attach proof of the income, such as a copy of the last tax return (please be sure to "black-out" all but the last 4 digits of the person(s) social security number), or any documentation showing proof of the receipt of public assistance.

2.3 _____ He/she has a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

2.3.1 To justify this claim, please see the immediate following:

[Table 3]

(1) Name of Section 3 Firm Receiving the Subcontract	(2) Total Amount of Subcontract(s)	(3) Percentage the Subcontractor(s) is/are of the Total Proposed Contract Amount
	\$	%
	\$	%

2.3.2 Attach for each firm listed immediately above:

2.3.2.1 A detailed description of the subcontracted activity; and

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

2.3.2.2 A fully completed Profile of Firm form.

2.3.2.3 Proof of the income of the ownership of the Section firm receiving the subcontract, such as a copy of the last tax return for the owner(s) (please be sure to "black-out" all but the last 4 digits of the person(s) social security number) or any other documentation showing proof of receipt of public assistance.

3.0 As further detailed herein, which of the following priority are you claiming? (NOTE: Mark with an “X” the highest claimed Priority only.)

[Table 4]

Priority Claimed (Mark “X”)	Max Point Value	Factor Type	Factor Description
		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION. (NOTE: A maximum of 15 points awarded).
	5 points		Priority I, Category 1 a. Business concerns that are 51 percent or more owned by residents of the housing development or ' developments for which the Section 3-covered assistance is expended.
	5 points		Priority II, Category 1 b. Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3- covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3- covered housing development.
	5 points		Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
	4 points		Priority IV, Category 2b. Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
	3 points		Priority V, Category 3. Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
	3 points		Priority VI, Category 4a. Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

	4 points		Priority VII, Category 4b. Business concerns that subcontract in excess of 25 percent of the total subcontracts to Section 3 business concerns.
--	----------	--	---

4.0 The undersigned Offeror hereby declares:

4.1 The information within this completed form (and any attachments) is, to the best of his/her knowledge, true and accurate.

4.2 He/she is aware that if the Agency discovers that any such information is not true and accurate, such shall allow the Agency to:

4.2.1 NOT award the Offeror a Preference; and

4.2.2 If the Agency deems such is warranted (e.g. in the case of submitting information the Offeror knows to be untrue), declare such Offeror to be nonresponsive and not allow the Offeror to receive an award.

4.3 He/she is aware that if he/she receives and award as the result of this competitive solicitation, even though he/she may not receive a Preference from the Agency as a result of this submittal, he/she will still be required to, to the greatest extent feasible, implement a Section 3 Plan, including a commitment to interview and consider hiring Section 3 persons (most specifically, residents of the Agency) whenever the successful Offeror has need to hire additional employees during the term of the ensuing contract.

The undersigned contractor hereby affirms that the foregoing is true and accurate and that he/she hereby agrees to comply as denoted herein.

Signature

Printed Name

Company

Date

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

ATTACHMENT 6
AUTHORIZATION FOR VERIFICATION OF REFERENCES

The undersigned Proposer has submitted a proposal to the Suffolk Redevelopment and Housing Authority (SRHA) in response to the Request for Proposals (RFP). The undersigned hereby authorizes and requests any and all persons, firms, corporations, and/or government entities to furnish any information requested by SRHA in verification of the references provided, for determination of the quality and timeliness of the services provided by the Responder, and all other legal purposes. A copy of this document, after execution by the Responder, presented by SRHA to any such person, firm, corporation and/or government entity shall be as valid as the original.

Printed Name of Offeror

Address of Offeror

Printed Name and Title of Authorized Representative or Official of Offeror

Signature of Authorized Representative or Official of Offeror Date

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

ATTACHMENT 7
STATEMENT OF OFFEROR'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

1. Name of firm _____
2. Business address _____
3. When organized _____
4. Where incorporated _____
5. How many years have you engaged in the contracting business under your present firm or trading name?

6. Will you, upon request, fill out a detailed financial statement and provide this to SRHA? _____
7. Contracts now on hand, gross amount \$ _____
8. Experience and qualification of personnel to be assigned to this project.
(Attach separate sheet)
9. Have you ever refused to sign a contract at your original proposal price?
Yes _____ No _____ If yes, please attach reason.
10. Have you ever defaulted on a contract?
Yes _____ No _____ If yes, please attach reason.
11. List of contracts. Attach a separate sheet listing the following information on similar contracts received within the past five years. It is not required to list more than ten (10) contracts: Organization name, location, address, dollar value, brief description of contract, and date completed. (This information should be provided on your completed "Experience" forms.)
12. The undersigned hereby authorizes and requests any person to furnish any information requested by the SRHA in verification of the recitals comprising this Statement of Proposer's Qualifications.
13. Phone Number: _____ Fax Number: _____

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

ATTACHMENT 7
STATEMENT OF OFFEROR'S QUALIFICATIONS

14. Contact **E-Mail** Address: _____

15. Company's Website: _____

16. Are you a Section 3 Certified Business? Yes _____ No _____

Signature of Principle/Owner

Printed Name

Title

Date

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

ATTACHMENT 8
SRHA CONFLICT OF INTEREST STATEMENT

CONFLICT OF INTEREST

No employee, officer, Board member or agent of the Suffolk Redevelopment and Housing Authority shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would exist when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

1. An employee, Officer, Board Member, or Agent involved in making the award.
2. His/Her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparents or grandchildren)
3. His/Her partner
4. An organization which employees or is negotiating to employ or has an arrangement concerning prospective employment of any of the above.

I hereby certify and affirm under penalties of perjury, that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of the proposed contract. The undersigned official certifies that he/she is authorized to sign this proposal from for the firm.

Printed Name and Title of Authorized Official

Date

Signature of Authorized Official

Date

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

ATTACHMENT 9
NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER/OFFEROR

STATE OF _____ CITY OF _____

_____, being first duly sworn deposes and says that:

1. He is _____ (Owner, Partner, Officer, Representative or Agent)
of _____, the Bidder/Offeror that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached Bid/Offeror and
3. Such Bid is genuine and is not a collusive or sham Bid/Offeror;
4. Neither the said Bidder/Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder/Offeror, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid/Offeror has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Offeror, firm, or person to fix the price or prices in the Bid/Offer price or the Bid/Offer price of any other Bidder/Offeror, or to advantage against the Suffolk Redevelopment and Housing Authority or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid/Offer are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Offeror or any of its agents, representatives, owners, employee, or parties in interest, including this affiant.

(Name)

(Title)

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

Notary Public

My commission expires: _____

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

ATTACHMENT 10
SAMPLE FORM OF CONTRACT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand Twenty by _____ organized and existing under the law of the State of Virginia, hereinafter referred to as the “Contractor” and the **Suffolk Redevelopment and Housing Authority**, hereinafter referred to as the “Authority”.

WITNESSETH, that the Contractor and the Authority for the consideration stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all supervision, labor, materials, approvals and services as outlined in the proposal to the Authority, as and to the extent requested by the Authority in accordance with Article 3 below. All work performed must be in strict accordance with the Request for Proposal (RFP) entitled “Legal Services.” The Contractor shall perform any and all work in a good and workmanlike manner, consistent with all applicable professional standards, Federal or State law or regulations and such other standards as requirements as the Authority may request.

ARTICLE 2. THE CONTRACT PRICE. Subject to the terms and conditions hereof, the Authority shall pay the Contractor for the performance of satisfactory services under this Contract, in current funds the Pricing Schedule section of this Proposal.

The Authority will make payments to the Contractor within approximately thirty (30) days from submission of invoices and all required documentation for services performed to the sole satisfaction of the Authority.

ARTICLE 3. THE COMPLETION DATE. The Contractor agrees to complete this work as specified by the Proposal. This Contract shall otherwise be amended except by a written instrument executed by both parties.

ARTICLE 4. CONTRACT TERM. The contract shall commence on the date first stated above and shall continue for two (2) year (the Term). The Authority shall have the option to renew the contract for one (1) additional year at its sole discretion (“Additional Terms”). The Authority shall have the right to exercise any Additional Term option by express notice to the Contractor. Pricing for any Additional Term(s) shall be as negotiated and agreed by the parties prior to any Additional Term. All terms and conditions of this Contract shall continue to apply to any period of continuation.

During any Term or Additional Term, Contractor and its employees performing work hereunder shall remain in good standing with all applicable governmental and/or professional licensing requirements. Any failure to do so shall be grounds for immediate termination of the Contract by the Authority. Contractor shall not be entitled to compensation for work performed hereunder for which the firm (or applicable employee(s)) was not appropriately licensed and in good standing.

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

ARTICLE 5. CONTRACT DOCUMENTS. The Contract shall consist of the following component parts:

- a. This instrument
- b. RFP and all Forms and Attachments
- c. HUD5370C General Conditions (Non-Construction) Section I
- d. Resolution

This Instrument together with the other documents enumerated in Article 5, which said documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision of a component part conflicts with another component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 6. HOLD HARMLESS. The Contractor shall save and hold the Authority, its Commissioners, officers, employees, servants, agents and other contractors harmless from any and all claims, damages, costs, fees and/or expenses resulting, directing, directly or indirectly, from the performance, non-performance, or malperformance of this Contract by the Contractor and/or its officers, employees, agents, servants or contractors.

ARTICLE 7. TERMINATION OF CONTRACT FOR CONVENIENCE. Independent of Article 7, the Authority reserves the right to terminate this contract in whole or in part for the Authority's convenience. In the event of the termination of this Contract for convenience, the rights and obligations of the parties shall be governed by the applicable provisions of HUD Form 5370-C General Conditions (Non-Construction) Section I.

ARTICLE 8. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination.

ARTICLE 9. This Contract shall be assigned except with the prior written approval of the Authority

ARTICLE 10. This Contract shall be governed by the regulations of the U.S. Department of Housing and Urban Development and the laws of the Commonwealth of Virginia.

ARTICLE 11. This Agreement shall be binding upon all assigns approved by the Authority, and successors of both parties hereto.

Suffolk Redevelopment and Housing Authority
Request for Proposal – Employee Engagement Survey #SRHA 21-30-01

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in two (2) original counterparts as of the day and year first above written.

ATTEST:

By _____

Title _____

Date _____

Business Address:

(Street)

(City, State) (Zip Code)

**SUFFOLK REDEVELOPMENT
AND HOUSNG AUTHORITY**

By _____

Tracey C. Snipes

Title Executive Director/CEO

Date _____

Business Address:
530 East Pinner Street
Suffolk, Virginia 23434

(Corporate Seal)

ATTACHMENT 11 – FORM W-9

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

ATTACHMENT 12 – HUD 5369B
INSTRUCTIONS TO OFFERORS FOR NON-CONSTRUCTION CONTRACTS

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

ATTACHMENT 13 – HUD 5370-C
GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

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Section I - Clauses for All Non-Construction Contracts greater than \$100,000
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1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 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 and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) 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 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. 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 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

ATTACHMENT 14 – LIST OF SRHA PROPERTIES

SHRA OWNED PROPERTIES

COMMUNITY	ADDRESS IN SUFFOLK	# of EE's
Administration Building	530 E. Pinner Street, Suffolk, VA	23
Parker Riddick Villages and Cypress Manor Apts.	94 Stacey Drive, Suffolk, VA	2
Hoffler Apartments	2210 E. Washington Street, Suffolk, VA	2
Colander Bishop Meadows	925 Brook Avenue, Suffolk, VA	1
Chorey Park Apartments	804 W. Constance Road, Suffolk, VA	2