



## Invitation for Bids # 2023-01

for

### Vacant Unit Turnaround Services

The Suffolk Redevelopment and Housing Authority (SRHA), hereby seeks the services of qualified vacant unit turnaround contractors for unit turnaround services at Hoffler Apartments, Chorey Park Apartments and Colander Bishop Meadows Apartments. All locations are throughout the city of Suffolk, VA. **Sealed bids will be received until 2:00 PM Suffolk, Virginia local time on Friday, February 24, 2023, at our Administrative Offices at 530 E. Pinner St. Suffolk, VA.** Bids will be publicly opened and read aloud immediately thereafter. Late bids will not be accepted nor opened. Final date for questions is Friday, February 10, 2023, at 2:00 pm, after this date, questions will not be accepted.

On Tuesday, February 7, 2023, and Wednesday, February 8, 2023, from 9:00 a.m. to 4:00 p.m. offeror will have the opportunity to conduct walk-thru of all vacant units at Hoffler Apartments, 2210 E Washington Street, Colander Bishop Meadows, 925 Brook Avenue and Chorey Park Apartments 804 W Constance Road, Suffolk VA. Please email Michell Layne, Housing Operations Director at: [mlayne@suffolkrha.org](mailto:mlayne@suffolkrha.org) to register for the walk-thru on or before the end of business on Friday, February 3, 2023.

The SRHA reserves the right to reject any or all bids or to waive any informality in the bidding. No bid may be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the SRHA. Federal labor requirements and Section 3 apply. Bid packages are available on our website at: <https://www.suffolkrha.org/procurement-bids-rfps>

Accommodations for individuals with handicaps/disabilities or limited English proficiency shall be assisted upon request by calling (757) 539-2100, TTY 1-800-897-5630.

For additional information, call Michell Layne at (757) 539-2100.

# IFB # 2023-01

## GENERAL INFORMATION FORM

**QUESTIONS:** All inquiries for information regarding this solicitation should be directed to: Michell Layne, e-mail: mlayne@suffolkra.org. Offerors shall not contact any other SRHA staff member for any questions regarding this solicitation. Deadline for questions is **Friday, February 10, 2023, at 2:00 PM EST**. No questions will be answered after that date.

**DUE DATE:** Sealed Bids will be received until **Friday, February 24, 2023, 2:00 p.m. EST**. Failure to submit bids to the correct location by the designated date and hour will result in disqualification.

**ADDRESS:** Bids should be mailed or hand delivered to: SHRA Administrative Offices, 530 E. Pinner St. Suffolk, Virginia, 23434. Reference the Opening Date and Hour, and IFB Number in the lower left corner of the return envelope or package.

In compliance with this Invitation for Bids (IFB) and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

**PRE-BID WALK-THRU:** See Section IX for pre-bid walk-thru information.

**TYPE OF BUSINESS:** (Please check all applicable classifications). If your classification is certified by the Virginia Department of Minority Business Enterprise, provide your certification number: \_\_\_\_\_. For certification assistance, please visit: <http://www.dmb.state.va.us>.

\_\_\_\_\_ Large

\_\_\_\_\_ Small business – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.

\_\_\_\_\_ Women-owned business – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

\_\_\_\_\_ Minority-owned business – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**COMPANY INFORMATION/SIGNATURE:** In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation. **Providing false data on this sheet is grounds for deciding that your company is non-responsive in regards to proposal submittal and may be removed from the competition.**

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		UNIQUE ENTITY ID & DUNS NUMBER	
BILLING NAME (Company name as it appears on your invoice)		IDENTIFICATION NUMBER issued by the State Corporation Commission (See Section III, paragraph 8)	
CONTRACT AND TASK ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE

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# SOLICITATION, OFFER AND AWARD

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<b>1. CONTRACT NUMBER</b>	<b>2. SOLICITATION NUMBER</b> # 2023-01	<b>3. TYPE OF SOLICITATION</b> <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input type="checkbox"/> SOLE SOURCE	<b>4. DATE ISSUED</b> January 20, 2023	<b>5. CHANGE/TASK NUMBER</b>
<b>6. ISSUED BY</b> Suffolk Redevelopment and Housing Authority Administrative Offices 530 E. Pinner Street Suffolk, VA 23434			<b>7. SUBMIT INVOICES TO:</b>  <b>accountspayable@suffolkrrha.org</b>	

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "Contractor".**

## SOLICITATION

8. Sealed offers in original plus 1 electronic copy for furnishing the supplies or services in the Schedule will be received at the place and time in item 6, or if hand carried, in the depository located in item 6 until **February 24, 2023, at 2:00 p.m. local time.**

CAUTION: LATE Submissions, Modifications, or Withdrawals: All offers are subject to all terms and conditions contained in this solicitation.

<b>9. FOR INFORMATION CALL:</b>	<b>A. NAME</b> Michell Layne	<b>B. TELEPHONE (NO COLLECT CALLS)</b>			<b>C. EMAIL ADDRESS</b> mlayne@suffolkrrha.org
		<b>AREA CODE</b> 757	<b>NUMBER</b> 539-2100	<b>EXT</b>	

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## OFFER (Must be fully completed by offeror)

11. In compliance with the above, the undersigned agrees, if the offer is accepted within calendar days (120 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all terms upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

<b>12. DISCOUNT FOR PROMPT PAYMENT</b> ▶ Not applicable	<b>10 CALENDAR DAYS (%)</b>	<b>20 CALENDAR DAYS (%)</b>	<b>30 CALENDAR DAYS (%)</b>	<b>CALENDAR DAYS (%)</b>
<b>13. ACKNOWLEDGEMENT OF AMENDMENTS</b> (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	<b>AMENDMENT NO.</b>	<b>DATE</b>	<b>AMENDMENT NO.</b>	<b>DATE</b>

<b>14A. NAME AND ADDRESS OF OFFEROR</b>	<b>SCC #:</b>	<b>TAX ID:</b>	<b>15 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN</b>	
<b>14B. TELEPHONE NUMBER</b>			<b>16. SIGNATURE</b>	<b>17. OFFER DATE</b>
<b>AREA CODE</b>	<b>NUMBER</b>	<b>EXT</b>		
<input type="checkbox"/> <b>14C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER SUCH ADDRESS IN SCHEDULE.</b>				

## AWARD (To be completed by SRHA)

<b>18. AWARD AMOUNT:</b>	\$	<b>19. PERIOD OF PERFORMANCE:</b>
	<input type="checkbox"/> Funded <input type="checkbox"/> Incrementally Funded via Task Orders	<b>20. SRHA ACCOUNTING DATA:</b>
<b>21. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)</b>		<b>22. Suffolk Redevelopment and Housing Authority</b>  (Signature of Contracting Officer)
		<b>23. AWARD DATE</b>

## I. BID COVER SHEET

Suffolk Redevelopment and Housing Authority, hereafter referred to as SRHA, hereby seeks the services of a contractor for Unit Turnover Services at Hoffer Apartments, Chorey Park Apartments, Colander Bishop Meadows Apartments. All locations are throughout the City of Suffolk, VA. Sealed bids will be received until 2:00 PM Suffolk, Virginia local time on Friday, February 24, 2023. Bids will publicly opened and read aloud immediately thereafter. Late bids will not be accepted nor opened. Final date for questions is Friday, February 10, 2023, at 2:00 pm, after this date questions will not be accepted.

For Information, please contact: Name: Michell Layne Email: <a href="mailto:mlayne@suffolkrha.org">mlayne@suffolkrha.org</a>	Bids may be mailed or delivered to: Suffolk Redevelopment and Housing Authority Administrative Offices 530 E. Pinner Street Suffolk, VA 23434
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## II. BID INSTRUCTIONS

1. All bids shall conform to the requirements of Attachment A - HUD form 5369-B, Instructions to Offerors, Non-Construction.
2. **Clarification of Terms:**  
If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than the date listed in Section I above. Any revisions to the solicitation will be made only by an amendment issued by the buyer. All questions must be submitted in writing, by email.
3. **Corrections to the Bid:**  
Any bid submitted with corrections must have the corrections initialed by the person who signed the bid. No bid changes will be permitted after bid opening. The unit price will prevail in the event an error is made in computing totals.
4. **Preparation and Submission of Bids:**
  - a. Bids must give the full business address of the bidder and be signed by him/her with his/her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bid of the individual signing.

When requested by SRHA, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

- b. Bids may be hand delivered, mailed through United States Postal Service (USPS), or sent via courier or package delivery service (UPS, FedEx, etc.) to the address specified on the cover sheet. It shall be the Bidder's responsibility to ensure that bids delivered by courier or package delivery services are delivered to the correct location and in a timely manner; bids mishandled or delivered to the wrong location by such firms will not be considered. Except for bid bonds, when required, no other correspondence or other bids should be placed in the envelope. Submittals, if required, should be clearly identified, and packed in SEPARATE package(s) identifying the bid name and number, the date and time due, and the bidder.
- c. All bids will be publicly opened and identified at the prescribed time and date; however, the bids may not be read in their entirety nor open to public inspection at that time.

## **5. Bid Acceptance Period**

Unless the bidder indicates a longer time on the Bid Cover Sheet, any bid in response to this solicitation shall be valid for 120 days. At the end of the 120 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

## **6. Mistakes in Bids**

Errors or mistakes in bids will be handled in accordance with the Commonwealth of Virginia Vendor's Manual.

## **7. Receipt and Opening of Bids**

- a. It is the responsibility of the bidder to assure that his/her bid is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. Bids received after the time designated for receipt of bids will not be considered.
  - i. Bidders should be careful when electing to use private courier services to deliver their bids. Bids have arrived late in the past because they were delivered to other offices, departments or agencies located in the same building.
  - ii. If the deadline for the receipt of bids or proposals and/or public openings is scheduled during a period of suspended operations due to inclement weather or other conditions, the receipt of bids or public opening will be rescheduled for processing at the same time on the next business day.
  - iii. Bids offered by telephone, telegraph, e-mail or facsimile will not be accepted.
- b. Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders and others interested who may be present either in person or by representative. The officer or agent of the owner, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.
- c. The provisions of Chapter 43, Article 2, §2.2-4342-C of the Code of Virginia, as amended, shall be applicable to the inspection of bids received.

- d. Protection of any trade secrets for specific proprietary information must be requested prior to or upon submission of the data or materials. Bidders MUST identify the specific information to be protected and state the reasons why protection is necessary. Bidders may not claim the entire bid or bid prices as proprietary information to be protected. Bids that are marked confidential or proprietary, without the required explanation, may be rejected.

## 8. Withdrawal or Modification of Bids

Bids may be withdrawn or modified by written notice received from bidders prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him/her on the face of the bid. Written modifications may be made on the bid form itself, on the envelope in which the bid is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

## III. CONTRACT TYPE AND ADMINISTRATION

This bid will result in a firm fixed price contract to provide Unit Turnaround services. The SRHA Housing Operations Director or his/her designee will administer the contract and will be determined at contract award.

### 1. Contract Documents:

- a. The contract entered into by the parties shall consist of the Invitation for Bids, the bid submitted by the bidder; General Terms and Conditions, the Additional Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all amendments and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents, and incorporated by reference into the final contract.
- b. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
- c. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

2. **Period of Performance:** The period of performance is for up to **one-year** with the option at the Authorities sole discretion, to extend two one-year contracts with the successful offeror(s) selected to provide services. SRHA reserves the right to exercise additional performance time. Submission of a response to this bid guarantees that the Contractor is bound to the contract and all option years if applicable.

- a. SRHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from the IFB but will reserve the right to award work on an as needed basis.

3. **Contract Waiver:** Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of the Contractor and/or SRHA Contracting Officer. The waiver by either party of any term or condition of this contract shall not be deemed to constitute a continuing waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

4. **Cancellation of Contract:** SRHA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **Disputes and Claims:** The SRHA Contracting Officer shall review and decide disputes and claims arising during the performance of the contract, in writing, within thirty days of receipt of the dispute or claim. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence of beginning of the work upon which the claim is based. The vendor/Contractor may not institute legal action prior to receipt of the Executive Director's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Executive Director shall be final and conclusive unless the vendor/Contractor, within six months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia.
6. **Notices:** All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

SRHA: Tracey C. Snipes, Executive Director

To the Contractor: Account Executive as identified by the Contractor.

All notices under this contract shall be submitted, either by fax or by certified mail, return-receipt requested, to the Contract Administrator or Account Executive, respectively. Either party may from time to time change the individual(s) who will receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

7. **Breach of Contract:** The Vendor/Contractor shall be deemed in breach of this contract if the Vendor/Contractor:
  - I. Fails to comply with any terms of the resultant contract.
  - II. Fails to cure such noncompliance within ten (10) calendar days from the date of SRHA written notice or such other time frame specified by SRHA's Contract Administrator in the notice.
  - III. Fails to submit a written response to SRHA's notification of noncompliance within ten (10) calendar days after the date of SRHA notice or such other time frame specified by SRHA Contract Administrator in the notice.
  - IV. The Vendor/Contractor shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both The Vendor/Contractor and its sub-Contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes and floods.



8. **Compliance with All Laws:** The Vendor/Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. The bidder represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the bidder is a corporation, the bidder further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. The Vendor/Contractor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the contract work. Any costs associated with violations of the law, including, but not limited to, re-mediation, clean-up costs, fines, administrative or civil penalties or charges, and third party claims imposed on SRHA by any regulatory agency or by any third party as a result of the noncompliance with Federal, state or local environmental laws and regulations or nuisance statutes by the Vendor/Contractor or by sub-Contractors, consultants, sub-consultants, or any other persons, corporations or legal entities retained by the Vendor/Contractor for this contract, shall be paid by the Vendor/Contractor.
9. **Severability:** If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.
10. The location Property Manager, or designee, shall be identified as the Technical Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
11. The Technical Contract Administrator, or designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Technical Contract Administrator, or designee, shall not have authority to approve changes in the services which alter the concept, or which call for an extension of time for this contract. Any modifications made must be authorized by the SRHA Contracting Officer through a written amendment to the contract.
12. At no time shall a contractor allow anyone (prospective tenant, neighbor, etc.) other than an employee of the Authority into a unit that is being turned over. All SRHA employees will have a badge identifying who they are, and position held.

#### **IV. STATEMENT OF NEED / SPECIFICATIONS**

SRHA is a political subdivision, created under the laws of the State of Virginia to provide public and other affordable housing and related services to eligible low-income families of Suffolk, Virginia. SRHA, primarily funded by the U.S. Department of Housing and Urban Development ("HUD"), develops, maintains, and manages low-rent public housing and other low-income housing. SRHA currently manages over 260 units of public housing.

SRHA's goal is to partner with qualified Contractors for unit turnovers that can quickly and effectively turnover vacant units and provide units immediately ready for lease up.

The Offeror shall visit the units at the locations noted in this bid and submit, a response to this Invitation for Bid based on each unit. Contractors shall address questions and concerns to the buyer so named on this solicitation.

## 1. General Contractor Requirements

- a. The Contractor shall have been in the same business of vacant unit turnaround services as specified in the solicitation for no less than three (3) years.
- b. The Contractor shall be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees and have no financial difficulties that prevent its company from fulfilling its contractual obligations.
- c. The Contractor shall ensure compliance to all applicable federal, state, and local laws, regulations, codes, and guidelines.
- d. The Contractor shall have sufficient resources, including supervision, personnel, equipment, and supplies to accomplish all specified requirements for the properties stated herein.
- e. The Contractor shall complete and submit Attachment B - Pricing Schedule
- f. The Contractor shall provide three (3) references, using the form under Attachment for work performed similar in size and scope as this request for quote.
- g. The Contractor shall provide three (3) past performance write ups using the form under Attachment D for work performed similar in size and scope of this request for quote. Past Performance write-ups shall show proof of at least three years in the business of providing grounds maintenance services.
- h. The Contractor shall complete and submit Attachment E – Bidder Qualification Sheet; Attachment F HUD Form 5369-C – Certifications and Representations of Offerors, Non-Construction; Attachment G – W9; Attachment H – Certificate of Compliance – Section 3; Attachment K-Conflict of Interest Form; Attachment L -Non-collusive Affidavit; Attachment M -Debarment and Suspension Certification.

## 2. Service Locations

- a. Properties that will be served by the Contractor are as follows:
 

Hoffler Apartments	2210 E Washington Street, Suffolk VA
Colander Bishop Meadows Apartments	925 Brook Avenue, Suffolk VA
Chorey Park Apartments	804 W. Constance Road, Suffolk VA
- b. Addresses above are based on management office locations. Work to be performed shall encompass the entire unit.

## SCOPE OF SERVICES

Suffolk Redevelopment and Housing Authority (SRHA) is seeking bids from qualified, licensed companies to clean, paint and do routine repairs to vacated apartment units to prepare them to be rented. The contractor shall furnish and maintain all labor, supervision, equipment and supplies, cleaning products and building materials necessary to prepare vacant apartments to be rented (unless otherwise stipulated).

These residential units will be unoccupied, but neighboring units will be occupied while work is being performed. The contractor must try to minimize inconvenience to residents during the project. Work shall be done between the hours of 8:30 a.m. and 4:30 p.m. on weekdays only, unless SRHA pre-determines other hours for work. Contractor shall be responsible for all damage to SRHA-owned or managed property or tenant property caused by contractor's employees, equipment, or work practices.

### **I. Unit Turnaround - General Specifications**

The work consists of painting, cleaning and performing routine repairs for apartments in public housing properties as provided herein that are currently vacant.

- i. The contractor shall begin work within 24 hours of notice from SRHA. The contractor shall complete the work for each unit within **three to five business days**. In cases where a unit has damage that cannot be repaired within three to five days, SRHA and contractor may agree to extend the number of allowable days. All extension shall be in writing. Failure to comply within this established schedule shall result in cancellation of this contract. Should the contractor fail to perform the work as set forth pursuant to this contract or fail to meet any of the contractual provisions herein, this contract may be canceled at the sole option of SRHA upon giving five days written notice to the contractor.
- ii. Except for composite vinyl floor tiles, all paint, primer, soap, cleaning agents, stripping pads, buffing pads, floor wax, and building materials will be supplied by the contractor. SRHA will provide the successful bidder with the paint colors and paint specifications.
- iii. The contractor will provide all labor, and equipment to complete the unit's turnaround.
- iv. Work shall be done in a net and professional manner that minimizes damage to adjacent materials or finishes.
- v. The contractor shall use all equipment, tools and chemicals in compliance with all applicable federal, local, OSHA and EPA, laws and regulations and in accordance with the manufacturer's recommendations to protect SRHA property, tenants and employees and the contractor's equipment and employees.

- vi. All repair work shall be done in accordance with applicable, City of Suffolk, State and Federal building codes. Finished units must be able to pass City of Suffolk rental occupancy inspection. In addition, the services shall comply with the following Federal Labor Standards Provisions furnished by the U.S. Department of Housing and Urban Development, which are attached and included as an integral part of the agreement for services.

**Unit Turnaround- Technical Specifications:**

**Locations of SRHA Properties:**

Colander Bishop Meadows Apartments (CBM) 925 Brook Ave. Suffolk, VA 23434
2 Story apartments in apartment block style buildings.
Hoffler Apartments-2210 E Washington ST, Suffolk, VA 23434
2 Story apartments in apartment block style buildings.
Chorey Park Apartment-804 W Constance RD. Suffolk VA 23434
5 story low-rise single apartment building with elevator; 60% of the walls are cinder block so no holes.

Below is a list of units according to bedrooms, size, condition, and location. All units have one bathroom. Bid is for interior work only, with the exception of painting or repairing the exterior of the entrance doors, cleaning the exterior of the windows and replacing window screens (can be done from inside the unit).

Condition (CD) is based on the unit condition description and corresponding code:

- ☐ **1. Typical (T):** Basic cleaning, minor wall defects, replace 5 or less floor tiles.
- ☐ **2. Heavy (H):** Heavy cleaning, deep wall imperfections or holes, appliances heavy grime, replace 6 to 30 tiles, replace 1 or 2 interior doors.
- ☐ **3. Very Heavy (VH):** All walls and surfaces that are so soiled and/or stained that they must be cleaned before priming and may need more than 2 coats of paint; some rooms complete floor tiles may need to be replaced; large sections of walls damaged requiring sheetrock replacement; light construction needed. Replace multiple interior doors; repair or replace cabinet and/or countertop, etc.

**Unit Price** – Should include typical vacant unit turnaround work items as described below in section I, II, and III, the condition category, and the additional notes provided for each unit on the pricing schedule. All apartments have one bathroom, and no exterior or grounds maintenance is included. Provide all labor, equipment and services to perform all operations necessary to complete the repair, painting, and cleaning of vacant units as specified below. Enter your bid for each unit in the pricing schedule below. Calculate the price of units considering the bedroom number (BR), condition category (CD), and the mandatory basic services describe in Section I, II, and III below for each of the units.

## Pricing Schedule

Colander Bishop Meadows					
Unit	BR	Sq Ft	CD	Additional condition Note:	Price
101	2		T		
114	2		VH	Clean kitchen walls before painting; repair kitchen cabinet drawer and clean/ refinish base cabs inside & out; walls missing several corner beads; replace bath light fixture; replace mini blinds; patch several holes in walls	
115	2		T		
129	3		H		
146	2		H		
147	2		T	Clean; Good Condition; floors waxed; walls painted but some patches were not professional, and paint got on unpainted surfaces, need to be repaired; floors cleaned and waxed, may need touch up, reglaze bathtub.	
153	2		VH	Large holes in walls, paint peeling	
154	2		T		

Hoffler					
Unit	BR	Sq Ft	CD	Additional condition Note:	Price
300	3		T	Refrigerator will be serviced or replaced by SRHA; replace tub faucet knob and seal; patch minor surface imperfections on wall.	
302	3		T	Paint exterior of entrance door; refresh kitchen cabinet finish; clean walls before painting utility closet; remove stencils from bath walls.	
307	3		T	Walls painted blue, need primer; re-attach drywall seam tape; remove non-standard floor covering in bath; clean or replace stair treads; clean kitchen tiles; replace about 2 floor tiles.	
400	4		VH	Paint exterior of entrance door; clean kitchen walls before painting; repair kitchen cabinet drawer and clean/ refinish base cabs inside & out; walls missing several corner beads; replace rusted bath light fixture; replace mini blinds; patch several holes in walls	
804	3		VH	Paint exterior of entrance door; clean kitchen walls before painting; repair kitchen cabinet drawer and clean/ refinish base cabs inside & out; walls missing several corner beads; replace rusted bath light fixture; replace mini blinds; patch several holes in walls; broken family room window replace glass.	
904	3		H		

Chorey Park					
Unit	BR	Sq Ft	CD	Additional condition Note:	Price
115	1		T	Walls are lightly soiled, some walls have minor surface imperfections that need light sanding. 1 or 2 floor tiles need to be replaced, heavier cleaning in bathroom.	
308	1		H	Multiple drywall corner beads need repair or replace, paint flaking off walls need to be scraped off.	
312	1		T	Very Light cleaning needed. Kitchen cabinets need to be refinished or painted; appliances clean; remove vinyl sheet flooring in bathroom; repair bad patch in bathroom ceiling and bath closet wall (about 3 sq ft total).	
318	1		VH	Walls and all surfaces will have to be pre-washed before priming, Nicotine-stained walls and surfaces	
410	1		H	A few floor tiles need to be replaced, PTAC duct needs to be reattached, Range door needs to be treated for rust and touch up painted. Kitchen cabinets need to be refinished or painted.	

2. **Mandatory Procedures:** Bids should include performing all these services applicable to the individual unit.

**1. Cleaning:** Provide all labor, equipment, and services to perform all operations necessary to complete the cleaning of vacant units as specified.

- a. General Requirements: Cleaning of vacant units per the following specifications list includes but is not limited to dusting and cleaning of:
  1. Pre cleaning: Clean or spot clean all heavily soiled spots or smoke damaged walls. All windows, frames, and sills (interior and exterior).
  2. Mini blinds.
  3. Light fixtures, electrical outlets, covers, plates, and breaker boxes; light globes must be removed, washed, and reinstalled.
  4. Kitchen sink, inside and outside of cabinets, and all shelving with disinfectant and all-purpose cleaner.
  5. All bathroom accessories: towel racks, shower rods, toilet paper holders, etc. and toilet, sink, tub, shower walls, and ceramic tile with disinfectant and all-purpose cleaner.
  6. Smoke detectors, replace batteries. Replace detector if needed.
  7. Exterior of all air intakes, heat registers and air conditioning diffusers; Remove register covers and clean duct work within reaching distance; wash, then if directed by inspection report paint register covers before reinstallation or replace.

8. All interior and exterior doors, hardware, and thresholds.
9. All tiled floors: sweep, strip, and mop, then apply two coats of high-grade wax.

**2. Materials:** All cleaning products: soap detergent, oven cleaner, stripping agents, floor wax, buffing pads, stripping pads, shampoo, and disinfectant, shall be supplied by the contractor.

1. All cleaning equipment: brooms, mops, vacuum cleaners, buffing machines, trash bags, rags, paper towels and labor shall be supplied by the contractor.
2. All materials of the various types used in the cleaning of vacant units shall be of the highest quality specified by SRHA.
3. Workmanship shall be of the highest standards and all units shall be clean, sanitized, and free of all trash, dust, and other cleaning imperfections.

**3. Painting:** Provide all labor, equipment and services to perform operations necessary to complete the interior painting of vacant unit(s) or touch up of existing paint as directed.

- A. All painting products: paint, primer, stain blocker, hole filling material, shall be supplied by the Contractor.
- B. All painting equipment: brushes, rollers, paint trays, tape, sandpaper, and drop cloths shall be supplied by the contractor.
- C. After completion of work, the contractor shall remove and haul away all rubbish, debris and accumulated material containers resulting from the job; Clean all surfaces stained, spotted, or otherwise damaged and leave the unit in clean orderly acceptable condition.
- D. All floors, woodwork, glass, metal, hardware, furnishings, and other surfaces that cannot be cleaned of all spots, stains or other damages caused by work under this section shall be repaired or replaced at no cost to the SRHA.
- E. Application: Contractor shall apply primer as required to prevent stains and bleed through. As directed by SRHA, apply one or two coats of paint in a color to match existing paint to all interior surfaces (currently painted) throughout the units on walls, ceilings, doors, and wood trim to produce a thoroughly complete and finished job. All workmanship shall be of the highest standards with materials applied evenly and uniformly. All surfaces must be completely covered and smooth and free of runs, sags, clogs, and excessive flooding. All surfaces shall be free of brush marks, dust and other imperfections to the satisfaction of the SRHA.
- F. Observe the following painting procedures and practices.
  1. Before painting remove all hardware, accessories, plates, thermostats, light fixtures, and similar items or cover to provide ample protection of such items.
  2. Provide drop cloths in all areas where painting is being done.
  3. All adjacent surfaces not being painted shall be carefully protected.
  4. Sand and/or scrape surfaces to smooth them and remove the dust and/or debris before

proceeding with the application.

5. All surfaces shall have all nail holes, cracks and imperfections filled before application.
6. Contractor is responsible for repair of all holes and removal of loose, flaking paint, and paint bubbles.
7. Contractor is responsible for cleaning, sanding, and scraping operations on the areas repaired.
8. Work is not to proceed until painting surfaces are in the proper condition.
9. If the contractor should apply finish to any unsatisfactory surface, the contractor shall assume full responsibility for it and is obligated to correct it at no charge to the SRHA.

**4. General Repairs and light construction.** Provide all labor, equipment, and services to perform operations necessary to complete repairs of assigned vacant unit(s) as specified.

- A. Remove and replace all discolored or deteriorated caulking around tubs and sinks.
- B. Remove and replace damaged commode seat(s)
- C. Remove and replace damaged floor tiles.
- D. Repair or remove and replace all damaged window screens.
- E. Repair or remove and replace all damaged window glass.
- F. Replace all damaged or missing parts needed to make requested repairs, such as: door stops, mini blinds, towel rods, shower curtain rods.
- G. All replacement materials for general repairs will be supplied by the contractor unless otherwise noted.
- H. Floor tiles will be supplied by SRHA.
- I. Replace Sheetrock as needed.
- J. Repair or replace subfloors as needed.

#### **5. Additional Work Request**

At some point the Authority may request the Contractor to provide additional services. When additional services are needed, the Contractor shall submit a quote for additional services. Once the quote is approved an executed task order will be forwarded to the Contractor.

- \* SRHA retains the right to seek quotes from other sources for additional services



## **6. Work Hours**

Services shall be provided between 8:30am and 4:30pm, Monday through Saturday. Holidays observed by SRHA.

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- The day before Thanksgiving
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day

## **7. Contractor Equipment**

- a. All equipment utilized in the performance of the awarded contract must be furnished by the contractor and shall be in good mechanical and safe condition. All equipment shall meet minimum OSHA Standards.
- b. The Contractor shall not store equipment or materials at the work site overnight.
- c. The Contractor shall not leave machinery unattended during work hours.
- d. The Contractor is responsible for the security of all materials, tools, and equipment used in the performance of work while on SRHA properties whether the Contractor's personnel or subcontractor personnel are present, or not.
- e. The Contractor shall notify SRHA of any damage to SRHA property or private property caused by performance of work under this contract including, but not limited to, damage to grounds, trees, shrubbery, beds, sidewalks, driveways, parking lots, vehicles, building exteriors, floors, walls, doorways, or elevators, HVAC equipment during the work. Contractor shall be responsible for repairs to, or replacement of, damaged property and timely remediation of any water damage, at no additional cost to SRHA.

## **8. Insurance:**

- a. By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded this contract, it will maintain adequate liability insurance, which shall protect and save harmless SRHA and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the persecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The Contractor shall provide insurance documentation to SRHA within 10 days of the contract award and upon renewal of all policies and coverage.

- b. At the minimum the awarded shall acquire and maintain insurance in the types and amounts of coverage, as detailed below:
- c. Worker's Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify SRHA of increases in the number of employees that change their worker's compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- d. Automobile insurance (when applicable)     \$1,000,000.00 (combined)
- e. Commercial General Liability Insurance of not less than \$1,000,000.00 - Commercial General Liability is to include bodily injury, property damage, personal injury and advertisement injury, products and completed operations coverage. SRHA must be named as an additional ensured and so endorsed on the policy.
- f. The Contractor must maintain the minimum required insurance coverage throughout the entire contract period which includes all option years.

## **9. Special Terms and Conditions**

- a. Audit: The Contractor shall retain all books, records, and other documents relative to this contract for five years after final payment, or until the audited by the Authority whichever is sooner. The Authority, its authorized agents, and/or its auditors shall have full access to and the right to examine any said materials during said period.
- b. Green Adherence Standards: The awardees of contracts under this solicitation will be required, when applicable, to supply products that adhere to and comply with the Commonwealth of Virginia' Executive Order 19. EO 19 requires conservation and efficiency in the operation of state government. Information on EO 19 can be found at: <http://www.governor.virginia.gov/Issues/ExecutiveOrders/2010/EO-19.cfm>
- c. Awardees must have comprehensive understanding of available green materials and energy efficient products. All products provided under this solicitation must be earth-friendly, sustainable products that not only save significant amounts of water and power but also allow for a more energy efficient living environment. Products provided under this contract, shall whenever possible, adhere to Green Seal criteria for "green products" compliance. Vendors shall offer energy efficient light bulbs, fixtures including but not limited to: CFL, Cold Cathode, LED and Solar LED whenever possible. All products must meet or exceed green cleaning criteria such as being biodegradable and hypoallergenic, using recycled packaging, and containing no phosphates. Information on Green Seal may be found at: <http://www.greenseal.org>

## **V. PRICING SCHEDULE**

The Bidder agrees to provide all material, equipment, transportation and incidentals in accordance with the conditions of the bid and specifications for items (see Attachment A).

ALL DEVIATIONS FROM THE SPECIFICATIONS ARE TO BE NOTED IN THE BID RESPONSE. BIDDERS ARE CAUTIONED THAT SUCH DEVIATIONS MAY RESULT IN A DETERMINATION THAT THE BID IS NON-RESPONSIVE.

## **VI. BILLING SPECIFICATIONS**

1. The Contractor shall invoice in electronic format; both in PDF and/or Excel. Invoices shall be in accordance to the requirements listed in this IFB. Electronic format shall be emailed to: [accountspayable@suffolkrha.org](mailto:accountspayable@suffolkrha.org)
2. Electronic invoicing is in compliance with the Paper Reduction Act of 1995. However, if a Contractor can show that the utilization of electronic means for invoicing is causing a hardship, a waiver may be granted. If you are a small business, you must contact the SRHA Small Business Representative prior to proposal submittal to register as a small business and complete the applicable paperwork.
3. All invoices shall show the contract number and/or purchase order number; and the federal employer identification number (for proprietorships, partnerships, and corporations).
4. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last.
5. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
6. SRHA adheres to the prompt payment regulations as listed under 5 CFR Part 1315. The due date for making an invoice payment is as follows:

- a) The later of the following two events:

The 30th day after the SRHA Purchasing Department receives a proper and payable invoice from the Contractor/vendor.

The 30th day after SRHA's acceptance of supplies delivered or services performed issued under a signed SRHA Purchase Order.

- b) For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement. Please refer to the following website for more information on submitting a proper and payable invoice, and when an invoice is considered late:

<http://www.fms.treas.gov/prompt/index.html>

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

8. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, SRHA shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

## **VII. BID PREPARATION AND SUBMISSION**

### **General Requirements:**

- a. IFB Response: In order to be considered for selection, Offerors must submit a sealed bid in response to this IFB. One original and one electronic copy must be submitted to:  
  

Suffolk Redevelopment and Housing Authority Administrative Offices  
530 E. Pinner Street  
Suffolk, VA 23434
- b. Reference the Opening Date and Hour, and IFB Number in the lower left-hand corner of the return envelope or package. No other distribution of the proposals shall be made by the Offeror.
- c. Outer envelope and each page must have the Offeror's name, proposal number, and submission due date and time.

**DO NOT RETURN THE SOLICITATION IN YOUR SUBMITTAL PACKAGE. ONLY SUBMIT THE REQUIRED INFORMATION/DOCUMENTS.**

**Bid Preparation:**

- a. Bidders shall complete and submit the General Information form at the front of this solicitation.
- b. Bidders shall complete blocks 12 through 17, including an affixed authorized signature, on the Solicitation, Offer, and Award form, page 1 of this solicitation, and submit with the Bid.
- c. Bidders shall complete and/or submit the following attachments:
  - Attachment A
  - Attachment B, Pricing Schedule
  - Attachment C, References
  - Attachment D, Past Performance Write Up
  - Attachment E, Bidder Qualification Sheet
  - Attachment F, HUD form 5369-C - Certifications and Representations
  - Attachment G, W9
  - Attachment H, Certificate of Compliance – Section 3
  - Attachment I, HUD Form 52158 Wage Rate Determination
  - Attachment J, HUD Form 5370-C General Conditions for Non-Construction Contracts
  - Attachment K, Conflict of Interest Form
  - Attachment L - Non-collusive Affidavit
  - Attachment M - Debarment Certification
- d. Failure to submit any of the required information may result in your bid being considered non- responsive and being removed from the competition.
- e. SRHA encourages the use of recycled paper in bid preparation.
- f. Do not use color or expensive stock in preparing bid.
- g. Bids should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the IFB. Emphasis should be on completeness and clarity of content.
- h. Additional information such as company brochures, literature, or other marketing material, will be discarded and not used in the evaluation process. Non-compliant bids may be considered non-responsive.
- i. Ownership of all data, material, and documentation originated and prepared for SRHA pursuant to the IFB shall belong exclusively to SRHA and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line-item prices and/or total bid prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid.

## **VIII. SELECTION CRITERIA AND AWARD**

Selection may be made without discussions with one responsive and qualified bidder who offers the lowest responsible price and whose bid totally complies with all required solicitation requirements.

## **IX. PRE-BID WALK THRU**

Contractors are invited to walk thru all vacant units on Tuesday, February 7, 2023, and Wednesday, February 8, 2023, during the hours of 8:30 a.m. to 4:30 pm. Please email [mlayne@suffolkrha.org](mailto:mlayne@suffolkrha.org) to register for the pre-bid walk-thru on or before the end of business on Friday, February 3, 2023.

The purpose of this walk-thru is to allow potential offerors an opportunity to walk thru and assess vacant units, present questions, and obtain clarification relative to any facet of this solicitation. Offerors are encouraged to visit the vacant units at each location locations to walk the site and review areas that are to be serviced under the Unit Turnaround contract.

## **X. AMENDMENTS**

Any AMENDMENTS issued for this solicitation may be accessed at: [www.suffolkrha.org](http://www.suffolkrha.org)

Since a paper copy of the amendments will not be mailed to you, we encourage you to check the web sites regularly.

## **XI. SPECIAL CONTRACT REQUIREMENTS**

### **1. Section 3 Clause**

- 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 Contractor is responsible for making every effort to ensure that employees from SRHA owned property have first right of refusal when hiring new employees under this contract.
- c. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by the 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 75 regulations.
- d. 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.

- e. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate actions, 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 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- f. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- g. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

See Section 3 Certification included as an Attachment I.

2. § 2.2-4311.2 – Virginia Public Procurement Act; Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.

- a. A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
- b. A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in your bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- c. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.
- d. Any business entity described in subsection A that enters into a contract with SRHA pursuant to this law shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the contract.
- e. SRHA may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

3. COOPERATIVE PROCUREMENT (Contract available for use by other public entities)

- a. This procurement is being conducted by Suffolk Redevelopment and Housing Authority (SRHA or the Authority) in accordance with the provisions of Virginia Code § 2.2-4304. Except for contracts for architectural and engineering services, if agreed to by the Contractor(s), Contractor(s) or Vendor(s), henceforth referred to as the Contractor, other public bodies may utilize the resultant contract(s), henceforth referred to as the contract. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms.
- b. The Contractor shall notify the County in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract.

- c. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. SRHA shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the Authority is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

4. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the Authority and the successful Bidder(s), continue until completion at the same prices, terms, and conditions.

5. WAGE REQUIREMENTS

In accordance with the Department of Housing and Urban Development (HUD) regulations, all on-site work on SRHA properties shall require the Virginia state minimum wage of \$11.00 to be paid to hourly workers. See Attachment J.

6. The requirements of form HUD 5370-C, General Conditions for Non-Construction Contracts Attachment K apply to this solicitation and its impending contract.

7. Successful compliance with HUD Section 3, federal regulation 24 CFR Part 75, will be a factor in determining future awards of Section 3 covered assistance. This is a Section 3 covered project. To meet our minimum goals, preference will be given for Section 3 Certified Businesses. Submit proof of Section 3 Certified Business on or before bid due date.



### **XIII. ATTACHMENTS**

Attachment A – Form HUD 5369-B, Instructions to Offerors for Contracts – Non Construction

Attachment B – Pricing Schedule

Attachment C – References

Attachment D – Past Performance Write Ups

Attachment E - Bidder Qualification Sheet

Attachment F – Form HUD 5369-C, Representation and Certifications Non-Construction

Attachment G - W9

Attachment H – Certificate of Compliance - Section 3

Attachment I – HUD FORM 52158 Maintenance Wage Rate Determination

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

Attachment K – Conflict of Interest Form

Attachment L - Non collusive Affidavit

Attachment M - Debarment Certification

**Attachment A – Form HUD5369-B, INSTRUCTIONS TO OFFERORS  
NON-CONSTRUCTION**

# Instructions to Offerors Non-Construction

## 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 counter offer 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:]

Please note that additional conditions, specifications and instructions pertaining to this RFP are contained within the RFP document issued.



## **ATTACHMENT B – PRICING SCHEDULES**

## Pricing Schedule

### COLANDER BISHOP MEADOWS APARTMENTS

#### Unit Turnaround Services

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

**Notes:**

1. The solicitation does not state detailed procedures for accomplishing work. Offerors must ensure that the pricing schedule includes all necessary hours, equipment, transportation, and materials to meet all performance standards required in this solicitation. Services shall be billed once monthly according to Section VI. Billing of the solicitation. Invoices shall detail all services provided for that month. Invoices for additional work shall be billed separately under its task order number. SRHA reserves the right to remove services from the contract when in its best interest.

In accordance with **Section V, Pricing Schedule**, the following costs are hereby submitted:

Apartment	Bedrooms	Square Footage	Cost
101			\$
114			\$
115			\$
129			\$
146			\$
147			\$
153			\$
154			\$
171			\$

## Pricing Schedule

### HOFFLER APARTMENTS

#### Unit Turnaround Services

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

**Notes:**

1. The solicitation does not state detailed procedures for accomplishing work. Offerors must ensure that the pricing schedule includes all necessary hours, equipment, transportation, and materials to meet all performance standards required in this solicitation. Services shall be billed once monthly according to Section VI. Billing of the solicitation. Invoices shall detail all services provided for that month. Invoices for additional work shall be billed separately under its task order number. SRHA reserves the right to remove services from the contract when in its best interest.

In accordance with **Section V, Pricing Schedule**, the following costs are hereby submitted:

Apartment	Bedrooms	Square Footage	Cost
300	3 (1 <sup>st</sup> floor)	892	\$
302	3 (1 <sup>st</sup> floor)	892	\$
307	3 – (2 <sup>nd</sup> floor)	925	\$
400	4 - Townhouse	1263	\$
604	3 (1 <sup>st</sup> floor)	892	\$
804	3 (1 <sup>st</sup> floor)	892	\$
904	3 (1 <sup>st</sup> floor)	892	\$

## Pricing Schedule

### CHOREY PARK APARTMENTS

#### Unit Turnaround Services

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

**Notes:**

1. *The solicitation does not state detailed procedures for accomplishing work. Offerors must ensure that the pricing schedule includes all necessary hours, equipment, transportation, and materials to meet all performance standards required in this solicitation. Services shall be billed once monthly according to Section VI. Billing of the solicitation. Invoices shall detail all services provided for that month. Invoices for additional work shall be billed separately under its task order number. SRHA reserves the right to remove services from the contract when in its best interest.*

**In accordance with Pricing Schedule, the following costs are hereby submitted:**

<b>Apartment</b>	<b>Bedrooms</b>	<b>Square Footage</b>	<b>Cost</b>
115	1	573	\$
308	1	573	\$
312	1	573	\$
318	1	573	\$
410	1	573	\$
414	1	573	\$
519	1	573	\$



**Alternate III. Base Price to turn a non-specific typical unit in each category.**

Should include typical vacant unit turnaround work items as described below in section I, II, and III, and the condition category, provided on the pricing schedule. All apartments have one bathroom, and no exterior or grounds maintenance is included. Provide all labor, equipment and services to perform all operations necessary to complete the repair, painting, and cleaning of vacant units as specified below. Enter your bid for each unit in the pricing schedule below. Calculate the price of units considering the bedroom number (BR), condition category (CD), and the mandatory basic services describe in “Mandatory Procedures “Section I, II, and III below for any unit current or future.

Unlike the “pricing schedule Base” above, this price may be applied to any unit, current or future, in that category.

Colander Bishop Meadows				
BR	SQ FT	Typical (T)	Heavy (H)	Very Heavy (VH)
2		\$	\$	\$
2		\$	\$	\$
3				
Hoffler				
2	698	\$	\$	\$
2	732	\$	\$	\$
3	892	\$	\$	\$
3	925	\$	\$	\$
4	1263	\$	\$	\$
Chorey Park				
1	573	\$	\$	\$
2	756	\$	\$	\$

PRI



## ATTACHMENT D – REFERENCE

<b>Solicitation Number:</b>	
<b>Contractor Name:</b>	
<b>Reference 1:</b>	
<b>Company:</b>	
<b>Address:</b>	
<b>Point of Contact:</b>	
<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>Email Address:</b> <b><i>DO NOT LEAVE BLANK</i></b>	
<b>Dollar Value:</b>	
<b>Description of Work:</b>	

<b>Solicitation Number:</b>	
<b>Contractor Name:</b>	
<b>Reference 2:</b>	
<b>Company:</b>	
<b>Address:</b>	
<b>Point of Contact:</b>	
<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>Email Address:</b> <b>DO NOT LEAVE BLANK</b>	
<b>Dollar Value:</b>	
<b>Description of Work:</b>	

<b>Solicitation Number:</b>	
<b>Contractor Name:</b>	
<b>Reference 3:</b>	
<b>Company:</b>	
<b>Address:</b>	
<b>Point of Contact:</b>	
<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>Email Address:</b> <b>DO NOT LEAVE BLANK</b>	
<b>Dollar Value:</b>	
<b>Description of Work:</b>	



## **ATTACHMENT D – PAST PERFORMANCE WRITE UP**

**NAME OF CONTRACTOR** \_\_\_\_\_

1. Contract Number or other Control Number: \_\_\_\_\_

2. Complete Name and Address of Contract Reference (Government agency, commercial firm, or other organization):

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

Address: \_\_\_\_\_

3. Date of Contract: \_\_\_\_\_

4. Date work was begun: \_\_\_\_\_

5. Date work was completed: \_\_\_\_\_

6. Contract Information: \_\_\_\_\_

Contract Type: \_\_\_\_\_

Contract Amount (Total ceiling): \_\_\_\_\_

7. Point of Contact for this Reference:

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

Telephone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

8. Location of work (country, state, or province, county, city): \_\_\_\_\_

9. Current status of contract (choose one):

- ☐ Work continuing, on schedule
- ☐ Work completed, no further action pending or underway
- ☐ Work completed, claims negotiations pending or underway
- ☐ Work completed, litigation pending or underway
- ☐ Terminated for Default

- ☐ Work continuing, behind schedule
- ☐ Work completed, routine administrative action pending or underway
- ☐ Terminated for Convenience
- ☐ Other (explain)

10. Provide a summary description of contract work, not to exceed 1 page in length (not inclusive of this form). Describe the nature and scope of work, its relevancy to this contract, and a description of any problems encountered and your corrective actions.

**NAME OF CONTRACTOR** \_\_\_\_\_

1. Contract Number or other Control Number: \_\_\_\_\_

2. Complete Name and Address of Contract Reference (Government agency, commercial firm, or other organization):

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

Address: \_\_\_\_\_

3. Date of Contract: \_\_\_\_\_

4. Date work was begun: \_\_\_\_\_

5. Date work was completed: \_\_\_\_\_

6. Contract Information: \_\_\_\_\_

Contract Type: \_\_\_\_\_

Contract Amount (Total ceiling): \_\_\_\_\_

7. Point of Contact for this Reference:

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

Telephone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

8. Location of work (country, state, or province, county, city): \_\_\_\_\_

9. Current status of contract (choose one):

- ☐ Work continuing, on schedule
- ☐ Work completed, no further action pending or underway
- ☐ Work completed, claims negotiations pending or underway
- ☐ Work completed, litigation pending or underway
- ☐ Terminated for Default

- ☐ Work continuing, behind schedule
- ☐ Work completed, routine administrative action pending or underway
- ☐ Terminated for Convenience
- ☐ Other (explain)

10. Provide a summary description of contract work, not to exceed 1 page in length (not inclusive of this form). Describe the nature and scope of work, its relevancy to this contract, and a description of any problems encountered and your corrective actions.



**NAME OF CONTRACTOR** \_\_\_\_\_

1. Contract Number or other Control Number: \_\_\_\_\_

2. Complete Name and Address of Contract Reference (Government agency, commercial firm, or other organization):

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

Address: \_\_\_\_\_

3. Date of Contract: \_\_\_\_\_

4. Date work was begun: \_\_\_\_\_

5. Date work was completed: \_\_\_\_\_

6. Contract Information: \_\_\_\_\_

Contract Type: \_\_\_\_\_

Contract Amount (Total ceiling): \_\_\_\_\_

7. Point of Contact for this Reference:

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

Telephone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

8. Location of work (country, state, or province, county, city): \_\_\_\_\_

9. Current status of contract (choose one):

☐ Work continuing, on schedule

☐ Work completed, no further action pending or underway

☐ Work completed, claims negotiations pending or underway

☐ Work completed, litigation pending or underway

☐ Terminated for Default

☐ Work continuing, behind schedule

☐ Work completed, routine administrative  
action pending or underway

☐ Terminated for Convenience

☐ Other (explain)

10. Provide a summary description of contract work, not to exceed 1 page in length (not inclusive of this form). Describe the nature and scope of work, its relevancy to this contract, and a description of any problems encountered and your corrective actions.



## **ATTACHMENT E – BIDDER QUALIFICATION SHEET**



## Suffolk Redevelopment and Housing Authority

### CONTRACTOR QUALIFICATION STATEMENT

All questions must be answered in full. Additional sheets for clarification of answers of additional information may be attached. This statement **MUST** be notarized.

1. Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_ Extension: \_\_\_\_\_  
Fax Number: \_\_\_\_\_ Cellular Number: \_\_\_\_\_  
Contractor License #: \_\_\_\_\_ Class: \_\_\_\_\_  
Federal ID#: \_\_\_\_\_  
Name of Responsible Party: \_\_\_\_\_  
Title of Responsible Party: \_\_\_\_\_  
Email Address of Responsible Party: \_\_\_\_\_
2. Date Organized: \_\_\_\_\_ Place Organized: \_\_\_\_\_
3. General character of work performed:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Any work awarded failed to be completed or contracts defaulted on  
Where and Why?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. List three most recent contracts. State owner, address, phone, work, cost,  
date started/completed.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. List current projects. State owner, address, value and estimated completion date.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
7. List three suppliers, date established and high credit limit.
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
8. List bank references and credit available.
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
9. Number of employees: \_\_\_\_\_  
Highest number of employees over the past 12 months: \_\_\_\_\_
10. List insurance company name with coverage and amounts.
- General Liability: \_\_\_\_\_ \$ \_\_\_\_\_
- Property Liability: \_\_\_\_\_ \$ \_\_\_\_\_
- Vehicles/Equipment: \_\_\_\_\_ \$ \_\_\_\_\_
- Workman's Compensation: \_\_\_\_\_ \$ \_\_\_\_\_
- Other: \_\_\_\_\_ \$ \_\_\_\_\_
11. SUBCONTRACTORS: List name, address, phone number, trade, contractor license number and years of experience:
- Name/Address: \_\_\_\_\_
- Trade: \_\_\_\_\_ License #: \_\_\_\_\_
- Phone Number: \_\_\_\_\_ Years of experience: \_\_\_\_\_
- Name/Address: \_\_\_\_\_
- Trade: \_\_\_\_\_ License #: \_\_\_\_\_
- Phone Number: \_\_\_\_\_ Years of experience: \_\_\_\_\_
- Name/Address: \_\_\_\_\_
- Trade: \_\_\_\_\_ License #: \_\_\_\_\_
- Phone Number: \_\_\_\_\_ Years of experience: \_\_\_\_\_
12. Provide a general description of the experience of the company and its key Employees: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

13. Are you on any list of debarred contractors maintained by the U.S. Department of Labor, Federal HUD or V.D.O.T.? \_\_\_\_\_
- 13a. Over the past seven (7) years, has your firm, or any key employee within your firm ever declared bankrupt or been declared insolvent by a U.S. Bankruptcy Court? \_\_\_\_\_ If yes, when and where was this case heard? \_\_\_\_\_
- 13b. Have you or any key employee ever been convicted of a Felony or high Misdemeanor? \_\_\_\_\_ If so, when and where and for what reason:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
14. Would you object to you or any of your employees being subject to a random drug test? \_\_\_\_\_
15. Have you or your firm, over the past five (5) years, ever been reported to the Better Business Bureau of the Virginia Department of Commerce-Department of Professional, Occupational Regulations (Board of Contractors)? \_\_\_\_\_ If so, please explain:
16. Please attach the following articles to this statement. An incomplete statement is invalid.

**A. COPY OF LOCAL BUSINESS LICENSE**

**B. COPY OF CURRENT GENERAL CONTRACTOR LICENSE** as issued by Virginia Department of Professional and Occupational Regulation (VDOR)

**C. CERTIFICATE OF INSURANCE** from your insurance company naming the Suffolk Redevelopment and Housing Authority as “Additional Insured”, “Loss Payee” and Notification Party (in the event of cancellation or termination of this policy). Show coverage period, minimum \$2,000,000.00 and other insurances as required by SRHA.

**D. CERTIFICATION OF LEAD-SAFE WORK PRACTICES:** If applicable, submit name or trainer, date and place trained and list of all persons in your company trained to perform Lead-Safe Remodeling.

**E. OTHER LICENSES OR CERTIFICATIONS**

**F. MINORITY OR WOMAN OWNED** ☐ Yes ☐ No

By evidence of our duly authorized signature below, I/we hereby agree to adhere to all rules, regulations and standards of the Virginia Department of Housing and Community Development and the Commonwealth of Virginia, to include, but not limited to, the Virginia Board of Contractors. I/we agree to adhere to all regulations concerning Fair Housing, Equal Opportunity, Non-hiring of Illegal Immigrants, Prohibited use of Lead-based paint, Occupational Safety and Health Administration and any and all other Federal, State and Local Laws, rules, regulations and standards applicable to Federal and State Housing Rehabilitation grants and loans.

The undersigned hereby authorizes and request any person, firm or corporation to furnish any information requested by the Suffolk Housing Authority in verifying the recitals comprising this statement of Contractor's Qualifications.

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

By: \_\_\_\_\_ (SEAL)

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

BE IT KNOWN that \_\_\_\_\_ came  
before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and  
attested that all information contained herein is true and accurate.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires \_\_\_\_\_ .



**ATTACHMENT F – FORM HUD 5369-C, REPRESENTATION AND  
CERTIFICATIONS NON-CONSTRUCTION**

# Certifications and Representations of Offerors

## Non-Construction Contract

Company Name:

2

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest.

The form is required for non-construction contracts awarded by SRHA. The form is used by bidders/offerors to certify to NRHA's Contracting Officer for contract compliance. If the form were not used, SRHA would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

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

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

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

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

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract;

(2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

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

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

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

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

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

For the purpose of this definition, minority group members are:  
(Check the block applicable to you)

☐ Black Americans ☐ Asian Pacific Americans  
☐ Hispanic Americans ☐ Asian Indian Americans  
☐ Native Americans ☐ Hasidic Jewish Americans

### 3. Section 3 Resident-Owned Businesses

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

(a) ☐ is, ☐ is not a Section 3 business concern. "Section 3 Resident-Owned Business" as used in this provision, means a concern, that is a resident-owned business that is owned and controlled by public housing residents under the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR 135).

### 4. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals



have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

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

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

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

#### 5. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

#### 6. Non-Collusion Affidavit of Prime Bidder

(a) Contractor warrants that He/She is the bidder that has submitted the attached bid;

(b) That He/She is fully informed respecting the preparation and contexts of the attached Bid and all of all pertinent circumstances respecting such Bid;

(c) Such Bid is genuine and is not a collusive or sham Bid;

(d) Neither the said Bidder 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, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or bid price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Norfolk Redevelopment and Hosing Authority or any person interested in the proposed Contract; and,

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

#### 7. Certification Regarding Debarment, Suspension, Proposed Debarment

(a) The officer certifies, to the best of its knowledge and belief that:

1. The offeror and/or any of its Principles:

a. Are ☐ Are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency using Federal funds;

b. Have ☐ Have not ☒ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public (Federal, State, or local) contract or subcontract; violation of Federal or state antitrust statute's relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

c. Are ☐ Are not ☒ presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated above.

2. The Officer has ☒ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.

(b) "Principals," for the purpose of this certification, means officers; directors; owners; partners; and, persons having primary

management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF ANY AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

1. The Offeror shall provide immediate written notice to the contracting Officer if at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
2. A certification that any of the items in Section I of this provision exists will not necessarily result in withholding award under this proposal. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.
3. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Section I of this provision. The knowledge and information of an Offeror are not required to exceed that which is normally possessed by as prudent person in the ordinary course of business dealings.
4. The certification in Section I of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to SRHA, the Contracting Officer may terminate the contract resulting from this proposal for default.

#### **8. Authorization of Offeror for Verification of References**

- (a) The Offeror warrants that He/She has submitted a proposal to the Suffolk Redevelopment and Housing Authority (SRHA) in response to the RFP. The Offeror 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 Offeror, and all other legal purposes. A copy of this document, after execution by the Offeror, presented by SRHA to any such person, firm, corporation and/or government entity shall be as valid as the original.

#### **9. Authorized Negotiators (RFPs only)**

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

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#### **10. Certificate of Insurance**

Contractor agrees to provide a Certificate of Insurance within 10 days upon award and acceptance of a contract. Failure to submit proof of insurance is ground for termination of the contract.

#### **11. Offeror's Signature**

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

---

**Signature & Date:**

---

**Typed or Printed Name:**

---

**Title:**



## **ATTACHMENT G – W9**

# 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: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☐ Other (see instructions) ▶

☐ Exempt  
payee

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.

Social security number

or

Employer identification number

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

## 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

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 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, 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](http://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](http://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](http://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.

### 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
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup>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.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>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.

<sup>4</sup>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.

## 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## 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 H – CERTIFICATE OF COMPLIANCE – SECTION 3**



## SECTION 3 Acknowledgement & Intent to Comply

### 24 CFR PART 75

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968, federal regulation formerly 24 CFR Part 135. HUD released a final rule in the fall of 2020 changing the regulation to 24 CFR Part 75. The final rule moved from tracking the number of qualified new hires (Section 3 residents) in Section 3 projects to tracking the total labor hours worked (by Section 3 workers and Targeted Section 3 workers). In connection with the final rule, 24 CFR Part 75, HUD published a document citation via the federal register, 85 FR 60907, Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses. The citation includes benchmark numbers and the methodology for determining the benchmarks.

The new Section 3 regulation, 24 CFR Part 75 still aims to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are residents of the community in which the federal assistance is spent. Requiring recipients of certain HUD housing and community development financial assistance, to the greatest extent feasible, to provide employment and job training for low- and very low-income persons and contracting opportunities to business concerns which provide economic opportunities to low- and very low-income persons in connection with projects and activities in their neighborhoods. HUD believes the final rule makes Section 3 goals and reporting more meaningful and more aligned with statutory requirements.

HUD established nationwide benchmarks for work performed by tracking the labor hours. The two benchmarks are (1) twenty-five percent (25%) or more of the total number of labor hours worked on a Section 3 project is performed by Section 3 workers; and (2) five percent (5%) or more of the total number of labor hours worked on a Section 3 project is performed by Targeted Section 3 workers. The five percent is within the twenty-five percent. The labor hours reported must include any labor hour charged against the budget of the project.

Section 3 Labor Hours = 25%

Total Labor Hours

and

Targeted Section 3 Labor Hours = 5%

Total Labor Hours

Successful compliance with HUD Section 3, federal regulation 24 CFR Part 75, will be a factor in determining future awards of Section 3 covered assistance. This is a Section 3 covered project. To meet our minimum goals, preference will be given for Section 3 Certified Businesses. Submit proof of Section 3 Certified Business on or before bid due date.

### Section 3 - Acknowledgment and Intent to Comply (HUD Regulation, 24 CFR Part 75)

If awarded a HUD funded contract, I will:

A. Insert Section 3 language into all contracts and subcontracts associated with the federal funded projects as follows:

1. 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.
2. The Parties to this contract agree to comply with HUD's regulation in 24 CFR Part 75 and SRHA policy and guidelines, 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 impediments that would prevent them from complying with the Part 75 regulation.
3. The contractor agrees to include this Section 3 language in every subcontract subject to compliance with HUD's regulation in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 language, upon a finding that the subcontractor is in violation of HUD's regulation in 24 CFR Part 75 and SRHA's policy and guidelines. 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 regulation, 24 CFR Part 75.
4. Noncompliance with HUD's regulation in 24 CFR Part 75 and SRHA's policy and guidelines may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

B. Comply with the SRHA Section 3 Plan which will form part of our contractual obligations;

C. Submit all required employment and contracting documentation as requested by the Section 3 Program Office after review of our Section 3 Plan;

D. Take affirmative actions to comply with all Section 3 notifications and requests, attain and report efforts toward achieving established HUD Section 3 benchmarks for Section 3 workers and Targeted Section 3 workers.

E. Maintain documentation for a time period required for record retention or in the absence of applicable program regulations in accordance with 2 CFR Part 200.

We are (I am) committed to comply with the HUD Section 3 regulation and SRHA Section 3 requirements. It is our (my) desire to work together to ensure compliance, to the greatest extent feasible, through the awarding of contracts for work and services to Section 3 business concerns and to provide employment and training to Section 3 workers and Targeted Section 3 workers.

Contractor/Offeror/Bidder Name: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Contractor/Offeror/Bidder



## **ATTACHMENT I – HUD MAINTENANCE WAGE RATE**

<b>Maintenance Wage Rate Determination</b>	<b>U.S. Department of Housing and Urban Development Office of Labor Relations</b>	<b>HUD FORM 52158 (04/2005)</b>
Agency Name: Suffolk Redevelopment & Housing Authority 530 East Pinner Street Suffolk, VA 23434	LR 2000 Agency ID No: VA025A	Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance
	Effective Date: May 5, 2022	Expiration Date: May 4, 2023
The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">   <u>Kamaria E. Taylor</u>            Labor Standards Specialist         </div> <div style="text-align: center;"> <u>May 5, 2022</u>            Date         </div> </div>		
<b>WORK CLASSIFICATION(S)</b>	<b>HOURLY WAGE RATES</b>	
	<b>BASIC WAGE</b>	<b>FRINGE BENEFIT(S) (if any)</b>
Carpenter Drywall Finisher/Taper Drywall Hanger Laborer: Common/General ALL Painter Plumber Roofer Laborer: Pipelayer	\$ 15.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 16.34 \$ 15.00 \$ 15.00	\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 2.66
		<input checked="" type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements  <small>(HUD Labor Relations: If applicable, check box and initial below.)</small>  <div style="text-align: center;">   <u>LR Staff Initial</u> </div>
		<b>FOR HUD USE ONLY</b> <b>LR2000:</b>  <b>Log in:</b>  <b>Log out:</b> OAM00000014



## **ATTACHMENT J – HUD FORM 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 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**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 \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 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 111, 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
  - ( ) 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.

(v) 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.

(i) 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/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

## 18. 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.

## 19. 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.

## 20. 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.

## 21. Liens

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

## 22. 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 75, 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 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

## 23. 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 K - CONFLICT OF INTEREST**

## **CONFLICT OF INTEREST AFFIDAVIT**

I have been provided a list of the employees, officers, board members and agents of the Suffolk Redevelopment and Housing Authority (SRHA) and the Mayor and City Council and state the following:

I am not related to any employee, officer, board member, or agent of the City of Suffolk.

No member of my immediate family (spouse, siblings, parents, children, step children or in-laws of the same degree) is related to any employee, officer, board member, or agent of the SRHA.

I am not a business partner of any employee, officer, board member, or agent of the SRHA.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

## **SUFFOLK REDEVELOPMENT AND HOUSING AUTHORITY**

### **SRHA BOARD OF COMMISSIONERS**

Quinton D. Franklin – Chairman  
Kenneth W. Campbell – Commissioner  
Regina Hall – Resident Commissioner  
Michael McBride-Commissioner  
Clarence Ash, - Commissioner

Clementine Cone-Vice Chairman  
Ben Fitzgerald, III – Commissioner  
Deborah Hudson – Commissioner  
Anthony J. Parker – Commissioner

### **SRHA ADMINISTRATIVE AND HOUSING OPERATIONS STAFF**

Tracey C. Snipes - Executive Director/CEO Sherryann Brown -  
Administrative Operations Director Michell Layne – Housing  
Operations Director  
Tammy Jackson – Community Development Operations Director Keva  
Newsome – HCV Operations Director  
Franchesca Bland – Property Manager  
Krystalyn Reid, Assistant Property Manager  
Tony Young, Maintenance Mechanic  
Donald Ellison, Maintenance Technician  
Edward Demary, Maintenance Mechanic  
Jesie Stallings, Maintenance Technician

### **CITY OF SUFFOLK – CITY COUNCIL & MAYOR**

Michael Duman, Mayor  
Roger Fawcett – Council Member  
Johnson – Council Member  
Ward – Council Member

Leroy Bennett – Vice Mayor  
Donald Goldberg – Council Member Timothy  
Shelly Butler Barlow – Council Member Lue  
LeOtis Williams – Council Member



## **ATTACHMENT L - NON COLLUSIVE AFFIDAVIT**

## NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER

STATE OF \_\_\_\_\_

CITY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn deposes and  
says that:

- (1) He is \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder 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, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the Bid price or the Bid price of any other Bidder, or to 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 are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, 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: \_\_\_\_\_





## **ATTACHMENT M - DEBARRMENT CERTIFICATION**

# CERTIFICATION REGARDING DEBARMENT & SUSPENSION

## Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

### Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction**, **debarred**, **suspended**, **ineligible**, **lower tier covered transaction**, **participant**, **person**, **primary covered transaction**, **principal**, **proposal**, and **voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title