



NOTICE TO BIDDERS

SECURITY SERVICES

Bid Submission Deadline

*Monday, November 3, 2025 @ 4:00 P. M.
Attn: Patricia Tyus, Executive Director
530 E. Pinner Street Suffolk, VA 23434
757-539-2100
Email: SRHA@Suffolkrha.org*

Invitation for Bids

#2025-04

for

Security Services

The Suffolk Redevelopment and Housing Authority (SRHA) seeks on-site Security Services for the Housing Authority's property, Chorey Park Apartments, located in Suffolk, VA.

Sealed or electronic bids will be received until 4:00 PM, Suffolk, Virginia local time, on Monday, November 3, 2025, at our Administrative Offices at 530 E. Pinner St., Suffolk, VA. Any Sealed Bids will be publicly opened and read aloud immediately thereafter. Late bids will not be accepted or opened. The final question date is Friday, October 24, 2025, at 4:00 pm; questions will not be accepted after this date.

A pre-bid meeting will be conducted on **Tuesday, October 14, 2025, at 2:00 p.m.** at 530 E. Pinner St., Suffolk, VA. Attendees may attend via Zoom by request. Please email Patricia Tyus, Executive Director, at SRHA@suffolkrha.org to register for the meeting on or before the end of business on October 10, 2025.

The SRHA reserves the right to reject all bids or waive any informality in the bidding. No bid may be withdrawn for sixty (60) days after the opening of bids without the consent of the SRHA.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](https://www.suffolkrha.org/procurement-bids-rfps)

Accommodations for individuals with handicaps/disabilities or limited English proficiency shall be provided upon request by calling (757) 539-2100.

For additional information, contact Patricia Tyus or Anita Baker at (757) 539-2100.

IFB Date Issued: October 8, 2025

IFB # 2025-04

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to Patricia Tyus, e-mail: SRHA@suffolkrha.org. Offerors shall not contact any other SRHA staff member for questions regarding this solicitation. The deadline for questions is **Friday, October 24, 2025, at 4:00 pm EST**. No questions will be answered after that date.

DUE DATE: Sealed or electronic bids will be received by Monday, November 3, 2025, **at 4:00 p.m. EST**. Failure to submit bids to the correct location by the designated date and time will result in disqualification.

ADDRESS: Bids should be mailed or hand-delivered to SHRA Administrative Offices, 530 E. Pinner St., Suffolk, Virginia, 23434, or emailed to SRHA@suffolkrha.org. The IFB Number should be referenced in the lower left corner of the return envelope, package, or electronic document.

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 CONFERENCE: See Section IX for pre-bid conference 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.e.state.va.us>.

- _____ Large – A company that has more than 250 full-time employees.
- _____ Small business – An independently owned and operated business that, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned businesses shall also be considered small after receiving 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 regarding 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	OFFICE TELEPHONE NUMBER	CELL PHONE NUMBER	FAX NUMBER TO RECEIVE

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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:**

Suppose any prospective bidder has questions about the specifications or other solicitation documents. In that case, the prospective bidder should contact the person whose name appears on the face of the solicitation no later than the date listed in Section I above. The person can only issue an amendment to the solicitation. All questions must be submitted in writing or 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 the bid opening. If a total computation error occurs, the unit price will prevail.

4. **Preparation and Submission of Bids:**

- a. Bids must give the complete 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. They must be signed in the partnership name by one of the partnership members 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 words "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 the United States Postal Service (USPS), or sent via courier or package delivery service (UPS, FedEx, etc.) to the address specified on the cover sheet, or emailed to SRHA@suffolkrha.org. 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 promptly; bids mishandled or delivered to the wrong location by such firms will not be considered. Except for bid bonds, no other correspondence or bids should be placed in the envelope when required. Submittals, if needed, 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, they may not be read in their entirety or open to public inspection.

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, 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 per the Commonwealth of Virginia Vendor's Manual.

7. Receipt and Opening of Bids

- a. It is the bidder's responsibility to ensure that his/her bid is delivered to the place designated for receipt of bids and before the time set for receipt of bids. Bids received after the time specified for receipt of bids will not be considered.
 - i) Bidders should be careful when using private courier services to deliver bids. Bids arrived late because they were delivered to other offices, departments, or agencies 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 openings will be rescheduled for processing at the same time on the next business day.
 - iii) Bids offered by telephone, telegraph, or facsimile will not be accepted.
- b. Bids will be opened at the time and place stated in the advertisement, and their contents are made public for the information of bidders and others interested who may be present either in person or by representatives. 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 apply to the inspection of the bids received.
- d. Protection of any trade secrets for specific proprietary information must be requested before or upon submission of the data or materials. Bidders MUST identify information to be protected and state 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 before 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 Security services according to the work schedule in **Attachment B**. The SRHA Technical Representative 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 performance period is for up to three (3) years with two (2) one-year options. SRHA reserves the right to exercise option years. Submission of a response to this bid guarantees that the Contractor is bound to the contract and all option years.

OPTION EXERCISE—The Contractor will be notified within ninety (90) days before the end of the contract whether an option year will be exercised. Option exercise is the sole right and prerogative of the SRHA.

3. Contract Waiver: Any waiver of any provision of this contract shall be in writing and 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

the beginning of the work upon which the claim is based. The vendor/Contractor may not institute legal action before receipt of the Executive Director's decision on the claim unless that office fails to render such a 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 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: Matthew Jahn, Facilities Manager

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

All notices under this contract shall be submitted to the Contract Administrator or Account Executive, respectively, by fax or certified mail, and a return receipt shall be requested. From time to time, either party may 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:
 - a. Fails to comply with any terms of the resulting contract.
 - b. Fails to cure such noncompliance within ten (10) calendar days from the date of SRHA's written notice or such other time frame specified by SRHA's Contract Administrator in the notice.
 - c. 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.
 - d. The Vendor/Contractor shall not be in breach of this contract if its fault was due to causes beyond reasonable control and occurred without fault or negligence on either the Vendor/Contractor or its subcontractors. 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 the necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for the performance of this contract before initiating 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 always 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, remediation, 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 shall remain in full force and effect.
10. The location's Property Manager, or designee, shall be identified as the Technical Contract Administrator and shall use all powers under the contract to ensure its faithful performance.
11. The Technical Contract Administrator, or designee, shall determine the amount, quantity, acceptability, and fitness of all aspects of the services and shall decide all other questions in connection with the services. The Technical Contract Administrator or designer shall not have the authority to approve changes in the services that alter the concept or that call for an extension of time for this contract. The SRHA Contracting Officer must authorize any modifications made through a written amendment to the contract

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 in Suffolk, Virginia. SRHA, primarily funded by the U.S. Department of Housing and Urban Development ("HUD"), develops, maintains, and manages 260 low-income public housing units. SRHA currently manages over 1,200 Housing Choice Vouchers.

SRHA aims to partner with a Security company that can provide flexible and reliable unarmed security services overnight from 9 p.m. to 5 a.m., Thursday through Sunday, for a 100-unit apartment building at 804 W. Constance Road. In addition, services may be needed periodically for special events.

The offeror will provide Report management and Patrol logs weekly to the designated SRHA staff. Reports of emergencies should occur within 24 hours of the event.

The Offeror shall visit the locations noted in this bid and submit a response to this Invitation for Bid.

Contractors shall address questions and concerns to the SRHA named in this solicitation.

1. General Contractor Requirements

- a. The Contractor shall have been in the same business Security 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 the Contractor from fulfilling its contractual obligations.
- c. The Contractor shall be a licensed security officer per the Virginia Department of Agriculture requirements.
- d. The Contractor shall ensure compliance with all applicable federal, state, and local laws, regulations, codes, and guidelines.
- e. The Contractor shall have sufficient resources, including supervision, personnel, equipment, and supplies, to accomplish all specified requirements for the properties stated herein.
- f. The Contractor shall complete and submit **Attachment C** - Pricing Schedule
- g. The Contractor shall provide three (3) references, using the form under **Attachment D**, for work performed similar in size and scope to this request for quote.
- h. The Contractor shall provide three (3) past performance write-ups using the form under Attachment E for work performed similar in size and scope to this request for quote. Past Performance write-ups shall show proof of at least three years of providing security services.
- i. The Contractor shall complete and submit **Attachment F**– Bidder Qualification Sheet, **Attachment G**; HUD Form 5369-C – Certifications and Representations of Offerors, Non-Construction; **Attachment H**

– W9; **Attachment I** – Certificate of Compliance – Section 3; **Attachment L**-Conflict of Interest Form; **Attachment M**-Non-collusive Affidavit; **Attachment N**-Debarment and Suspension Certification.

2. Service Locations

The primary site is Chorey Park Apartments, 804 W. Constance Road, Suffolk VA 23434, and the special events location will be announced as needed. The address above is based on the management office locations. The work shall encompass the entire property grounds, from border to border, around all buildings.

3. Specifications

Note: The solicitation does not state detailed procedures for accomplishing work. Bidders must ensure that the bid price includes all necessary staff, equipment, transportation, and tools to meet all performance standards required in this solicitation.

- i. The submitter, having reviewed and familiarized him/herself with the local conditions affecting the cost of the work and has read, understands and will comply with the plans, specifications, regulations and requirements {including but not limited to, the invitation for Bid, Instructions to Bidders (form HUD-5369), Certification and Representation of Bidders for Construction Contract (form HUD5369-A), Previous Participation Certification (form HUD-2530), and when applicable Non-Collusive Affidavit, Certificate of Non-Segregated Facilities, Minority Business Participation Commitment Form, Section 3 Clause and Compliance Form, Instructions to Proposers and Contracts, Employment Opportunity Requirements, Technical Specifications, Scope of Work, Requirements, Site Plans and Drawings, Insurance and Addenda Requirements (if any), hereby proposes to furnish all permits, materials, labor, equipment and services required to provide Security Services for a period of one (1) year.
- ii. The submitter agrees that, if selected, they will furnish the SRHA with all the required information and documentation and guarantees (T-listed bonds or other acceptable forms of surety as defined in the IFB, If so defined/specified) they request within five (5) business days (excluding Saturday, Sunday, and legal holidays) to determine the award of the contract.

4. Work Hours

Building operations occur on all days, mainly Monday through Friday, 8:00 a.m. to 5 p.m. (the authority is closed on Fridays in June through August, with operations Monday through Thursday from 7:00 a.m. to 6:00 p.m.). The authority will be closed on the following holidays: New Year's Day, Lee-Jackson-King Day, Washington's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and the day after, Christmas Day, and any dates the City of Suffolk observes.

5. Contractor Equipment

- i. If applicable, the contractor must furnish all equipment to fulfill the contract awarded. The equipment must be in good mechanical and safe condition and meet minimum OSHA Standards.
- ii. The Contractor shall not store equipment or materials at the work site overnight.
- iii. The Contractor shall not leave machinery or equipment unattended during work hours.
- vii. The Contractor is responsible for the security of all materials, tools, and equipment used in work performance while on SRHA properties, whether the Contractor's personnel or subcontractor personnel are present or not.
- ix. The Contractor shall notify SRHA of any damage to SRHA property or private property caused by the 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.

6. Insurance:

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 prosecution of said work or in failure to safeguard same appropriately,

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.

At a minimum, the awardee shall acquire and maintain insurance in the types and amounts of coverage as detailed below:

- i. Worker's Compensation—Statutory requirements and benefits. Coverage is compulsory for employers with three or more employees, including the employer. Contractors who fail to notify SRHA of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the contract shall be noncompliant with the contract.
- ii. Automobile insurance (when applicable) \$1,000,000.00 (combined)
- iii. Commercial General Liability Insurance of not less than \$1,000,000.00 - Commercial General Liability includes bodily injury, property damage, personal injury, advertisement injury, products, and completed operations coverage. SRHA must be named as an additional insured and endorsed on the policy.
- iv. The Contractor must maintain the minimum required insurance coverage throughout the contract period, including all option years.

7. Special Terms and Conditions

Audit: The Contractor shall retain all books, records, and other documents relative to this contract for five years after final payment or until the audit 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 materials during the period.

V. Pricing Schedule

Cost Projection				
Title or Classification	Hourly	Weekly	Monthly	Annually
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Please describe each level of the Title or classification listed.				

Cost Projection			
	Title or Classification	Hourly	Other Cost if applicable
Holiday Rates	\$	\$	\$

1. The Bidder agrees to provide all material, equipment, transportation, and incidentals per the bid conditions and specifications for items (see Attachment A).
2. ALL DEVIATIONS FROM THE SPECIFICATIONS WILL 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 per the requirements listed in this IFB. Electronic format shall be emailed to: accountspayable@suffolkrha.org
2. Electronic invoicing follows the Paper Reduction Act of 1995. However, a waiver may be granted if a Contractor can show that using electronic means for invoicing is causing a hardship. If you are a small business, you must contact the SRHA Small Business Representative before submitting the proposal to register as a small business and complete the applicable paperwork.
3. All invoices show the contract and/or purchase order numbers 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. The Contractor shall bill all goods or services provided under this contract or purchase order for payment with public funds at the contract price, regardless of which public agency is being billed.
6. SRHA adheres to the prompt payment regulations under 5 CFR Part 1315. The due date for making an invoice payment is as follows:
 - a. The latter of the following two events:
 - i) On the 30th day after the SRHA receives a proper and payable invoice from the Contractor/vendor.
 - ii) The 30th day after SRHA accepts 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:

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 when orders are placed. In such cases, Contractors should be notified that final payment in full is contingent on determining reasonableness concerning all invoiced charges. Charges that appear unreasonable will be researched and challenged, and that portion of the invoice is held in abeyance until a settlement can be reached. Upon determining that invoiced charges are unreasonable, SRHA shall promptly notify the Contractor, in writing, of the unreasonable charges 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 concerning those charges that are not in dispute (Code of Virginia, § 2.2-4363).

VII. Bid Preparation and Submission

1. General Requirements:

- a. IFB Response: To be considered for selection, Offerors must submit a sealed bid or electronic file in response to this IFB to:

Suffolk Redevelopment and Housing Authority Administrative Offices
530 E. Pinner Street, Suffolk, VA 23434
or
SRHA@Suffolkrha.org.

- b. The Opening Date, hour, and IFB Number should be referenced in the lower left-hand corner of the return envelope, package, or email document. The Offeror shall make no other distribution of the proposals.
- c. The 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.**

2. 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 C, Pricing Schedule
Attachment D, References (See bid packet link)
Attachment E, Bidder Qualification Sheet (See bid packet link)
Attachment F, HUD form 5369-C - Certifications and Representations (See bid packet link)
Attachment G, W9 (See bid packet link)
Attachment H, Certificate of Compliance Sec. 3 (See bid packet link)
Attachment I, Conflict of Interest Form (See bid packet link)
Attachment J, Non-collusive Affidavit (See bid packet link)
Attachment K, Debarment Certification (See bid packet link). Failure to submit any required information may result in your bid being considered non-responsive and removed from the competition.

- d. Bids should be prepared and economical, providing a straightforward, concise description of capabilities to satisfy the IFB's requirements. Emphasis should be on completeness and clarity of content.
- e. 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.
- f. Ownership of all data, material, and documentation originated and prepared for SRHA under the IFB shall belong exclusively to SRHA and be subject to public inspection by 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 protection of Section 2.2-4342F of the Code of Virginia in writing before or when the data or other materials are submitted. The written request must identify the data or other protected materials and state why protection is necessary. The proprietary or trade secret material submitted must be determined by some distinct method, such as highlighting or underlining. It must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. Classifying an entire bid document, line-item prices, and/or total bid prices as proprietary or trade secrets is unacceptable. It may result in the 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 Conference

A pre-bid meeting will be conducted on **Tuesday, October 14, 2025, at 2:00 p.m.** at 530 E. Pinner St., Suffolk, VA. Attendees may attend via Zoom by request. Please email Patricia Tyus, Executive Director, at SRHA@suffolkrha.org to register for the meeting on or before the end of business on October 10, 2025.

This conference allows potential offerors to present questions and obtain clarification about any facet of this solicitation. Offerors are encouraged to visit the locations, walk to the site, and review areas to be serviced under the landscaping and grounds maintenance contract.

X. Amendments

Any AMENDMENTS issued for this solicitation may be accessed at: www.suffolkrha.org

You will not receive a paper copy of the amendments. We encourage you to check the website 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 people, particularly people who are recipients of HUD assistance for housing.
- b. The Contractor is responsible for ensuring that employees from SRHA-owned property have the 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 any other impediment that would prevent them from complying with the 24 CFR 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 the 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 violating 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 people 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 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 according to Title 13.1 or Title 50 shall include the identification number issued by the State Corporation Commission in its bid or proposal. 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 a contract with SRHA according to this law shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, 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 comply 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) by 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 by 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 agreement is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract.
- c. Participating entities shall place their orders directly with the Contractor. They shall fully and independently administer their contract, including 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 because 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 what the circumstances. This contract does not prevent any participating entity from using other contracts or competitive processes as needed.

4. Continuation of Work

a. Any work that commences before 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.

b. Lawn service care will pause on November 1 and resume on the second Monday of March each year

5. WAGE REQUIREMENTS—Per the Department of Housing and Urban Development (HUD) regulations, all on-site work on SRHA properties shall require hourly workers to be paid the Virginia state minimum wage of \$17.75. 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. Section 3 Certified Businesses will be given preference to meet our minimum goals. Submit proof of Section 3 Certified Business on or before the bid due date.

XIII. ATTACHMENTS

Attachment A – Form HUD 5369-B, Instructions to Offerors for Contracts – Non-Construction (See bid packet link)

Attachment B – Work Schedule

Attachment C – Pricing Schedule

Attachment D – References (See bid packet link)

Attachment E – Bidder Qualification Sheet (See bid packet link)

Attachment F - Form HUD 5369-C, Representation and Certifications Non-Construction (See bid packet link)

Attachment G – W9 (See bid packet link)

Attachment H – Certificate of Compliance - Section 3(See bid packet link)

Attachment I - HUD FORM 52158 Maintenance Wage Rate Determination

Attachment J – HUD Form 5370-C General Conditions for Non-Construction Contracts (See bid packet link)

Attachment K - Conflict of Interest Form (See bid packet link)

Attachment L - Non-collusive Affidavit (See bid packet link)

Attachment M - Debarment Certification (See bid packet link)