



530 East Pinner Street
Suffolk, VA 23434
Telephone: 757.539.2100
TDD: 757.538.2886
FAX: 757.539.5184
E-mail: srha@suffolkrha.org
Suffolkrha.org

The Suffolk Redevelopment and Housing Authority (SRHA) is soliciting bids from licensed and qualified contractors to provide moving services for the relocation of tenants at Parker Riddick and Cypress Manor apartments. The bid submittal must be received in hand and time stamped by no later than 2:00 pm on May 30th, 2019. Bids will be publicly opened and read aloud at that time. The project will begin in approximately July, 2019. To assist bidders, SRHA will conduct a non-mandatory pre-bid conference at 530 East Pinner St. Suffolk, VA 23434 on May 15, 2019 10:00am. Section 3 Certified Business Enterprises, Women Owned Business Enterprises and Minority Business Enterprises are all strongly encouraged to submit bids pursuant to this action. Project specifications and proposed forms of contract documents may be obtained on the SRHA website www.suffolkrha.org and at the administration building, 530 E Pinner Street, Suffolk, VA. Please contact Mr. Mike Smith, Relocation Specialist, by email msmith@suffolkrha.org with any questions.



REQUEST FOR PROPOSALS FOR RESIDENTIAL MOVING
SERVICES FOR

PARKER RIDDICK CYPRESS MANOR DEVELOPMENT

RFQ ISSUED: May 1, 2019
Proposal Deadline: June 1, 2019

Issued by
Suffolk Redevelopment and Housing
Authority
530 E. Pinner St. Suffolk, Virginia 23434

Table of Contents

Section	Page
I. Introduction and Purpose	2
II. Contract Administration	2
III. Statement of Need	4
IV. Pricing Schedule	7
V. Billing	14
VI. Proposal Preparation and Submission.....	15
VII. Selection Criteria and Award	16
VIII. Evaluation Criteria and Selection.....	17
IX. Section 3 Requirements.....	17
X. Attachments: A, H	17

EHIBITS:

- A. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**
- B. COMPANY AFFIVIDAVIT**
- C. SECTION 3 SELF-CERTIFICATION FORM**

I. INTRODUCTION AND PURPOSE:

The Suffolk Redevelopment and Housing Authority, hereafter referred to as the SRHA was organized in 1974. SRHA is governed by a nine member Board of Commissioners, elected by the Suffolk City Council. Our main purpose is to provide affordable housing and services to low and moderate income families, seniors citizens and disable individuals.

SRHA is seeking proposals from qualified residential moving companies to provide residential moving services due to demolition of Parker Riddick and renovation of the Cypress Manor Development. Parker Riddick and Cypress Manor are two adjoining public housing properties owned by the Authority built in the 1970s and are comprised of 206 units.

II. CONTRACT TYPE AND ADMINISTRATION

This bid will result in a firm fixed price contract to supply the items as listed on the bid.

A. Contract Documents:

1. 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 modifications 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.
2. 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.
3. 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.

- B. Period of Performance: The period of performance is for two (2) years; base plus a (1) one-year option. The Contractor will be notified within 90 days prior to the end of the contract as to whether or not SRHA will exercise an option. Option to exercise is the sole right and prerogative of SRHA. The Contractor shall be obligated to the contract by bid submission for the base year and each option year.

- C. **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 vendor/contractor or SRHA Executive Director. 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.
- D. **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 vendor/contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the vendor/contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. **Disputes and Claims:** The SRHA Director 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 vendor/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 Director's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the 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, Section 11 70.
- F. **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: Michelle Layne, Interim SRHA Housing Operations Director

Tracey Snipes, SRHA Executive Director

Mike Smith, SRHA Relocation Specialist

All notices under this contract shall be submitted, either by fax or by certified mail, return-receipt requested, to the SRHA Executive Director.

- G. **Breach of Contract:** The Contractor shall be deemed in breach of this contract if the Contractor:
1. Fails to comply with any terms of the resultant contract.

2. 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 in the notice.
 3. 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 in the notice.
 4. The 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 Contractor and 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.
- H. Compliance with All Laws: The 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 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 Contractor or by subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities retained by the Contractor for this contract, shall be paid by the Contractor.
- I. 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.
- J. § 2.2-4311.2. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.
1. 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.
 2. 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.

3. 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.
 4. 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 SRHA or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
 5. SRHA may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. (2010, c. 634.)
- K. The following documents are applicable to this IFB and available for download from the below sites.
1. The Commonwealth of Virginia Vendors Manual
<http://www.eva.virginia.gov/learn-about-eva/vendors-manual.htm>
 2. HUD Form 5370-C General Conditions Non-Construction Contracts
(See Attachment H).

III. STATEMENT OF NEED / SPECIFICATIONS

- A. The Contractor shall provide all supervision, personnel, labor, materials, tools, equipment, vehicles, and transportation necessary to move residential household furnishings, goods, and personal effects which may include fragile items. Moving services may include packing, moving, and unpacking residents' belongings from one public housing unit to another public housing unit or housing choice voucher unit, as needed, for the purpose of reasonable accommodation and/or unit modernization or demolition.
- B. Contractors must comply with section XI Special Contract Requirements – Section 3 Clause.

C. GENERAL CONTRACTOR REQUIREMENTS:

1. The Contractor must have a minimum of three years' experience in providing professional moving services for residential properties.
2. The Contractor must be in compliance with all laws and regulations in executing the work, including any Federal, State, or local Safety and Environmental law and regulations.
3. The Contractor must maintain and submit to SRHA, a Property Carrier Permit from the Virginia Department of Motor Vehicles (DMV) for residential moving services of 30 miles or less in the state of Virginia.
4. The Contractor shall obtain all necessary permits needed to perform the work under the resulting contract. The SRHA will not be responsible for the cost of permits.
5. For security measures, the Contractor's employees shall wear uniforms, carry company identification badges, or provide other means, acceptable to the SRHA, that identifies authorized employees or subcontractor personnel at all times while working on SRHA properties.
6. The Contractor shall provide an onsite supervisor during all moves.
7. The Contractor's employees shall be in good general health and fluent in the English language.

D. LOCATIONS:

1. Moving services specified herein will be ordered via Task Orders on an as-needed basis. Moving services may be ordered for the following properties:
- 2.

[illegible]

E. ESTIMATED UNIT SPACES:

1. It is estimated that the SRHA will require between 206-375 residential moves over an estimated two (2) year period. This is only an estimate and shall not be construed as specifying, implying and/or guaranteeing any specific quantity of moves during the estimated two (2) year period.
2. Below are the estimated square footages of the unit spaces:

Family Unit Spaces

- a. **Parker Riddick** One (1) bedroom – 550 Square Feet
- b. Two (2) bedroom – 800 Square Feet
- c. Three (3) bedroom – 875 Square Feet
- d. Three and a half (3 1/2) bedroom – 1,000 Square Feet

Cypress Manor Two (2) bedroom – 800 Square Feet

- a. Three (3) bedroom – 850 square feet
- b. Three and a half (3 1/2) – bedroom – 1,100 square feet

3. All units include a living room, kitchen, 1 to 2 bathrooms, and in some cases, dining rooms.

F. MOVING SERVICES ONLY:

1. Residential moving efforts will be coordinated by the SRHA's Relocation Specialist, Mike Smith.
2. Some residents may prefer to pack and unpack their own goods for relocation. If packing materials are needed, the Contractor shall deliver the requested packing materials to the household being moved. If the resident is not at home, the Contractor shall leave notification on the door and deliver the packing materials to the resident's rental office.
3. Moves may not begin before 8:00 a.m. and must be completed by 8:00 p.m. the same day. All "move only" services must be completed the same day the move begins unless otherwise approved by the Relocation Specialist who coordinated the move.
4. The Contractor may be required to move appliances as needed, (refrigerators, freezers, stoves, window air conditioners, washers and/or dryers). SRHA or resident will be responsible for reconnecting all appliances.
5. All appliances being moved must be empty. The Contractor shall not be responsible for removing any items from refrigerators, freezers and/or washers and dryers.
6. The Relocation Specialist shall contact the Contractor at a minimum of 72 hours (3 days) before the required move via telephone or email to schedule a walk-thru of the unit.
7. An SRHA staff person shall accompany the Contractor during all walk-thrus.
8. The walk-thru of the unit shall establish the following:
 - a. Familiarity of the unit and its surroundings.
 - b. Address any safety issues or resident special needs.
 - c. Determination of services needed (i.e. move only or full service)
 - d. Estimated need of packing materials
 - e. Moving date and time
 - f. Resident involvement in the moving process
 - g. Submission of cost for task order

G. PACKING, MOVING AND UNPACKING SERVICES:

1. Residential moving efforts will be coordinated by the SRHA Relocation Specialist.
2. The Relocation Specialist shall contact the Contractor at a minimum of 72 hours (3 days) before the required move via telephone or email to schedule a walk-thru of the unit.
3. An SRHA staff person shall accompany the Contractor during all walk-thrus.
4. The walk-thru of the unit shall establish the following:
 - a. Familiarity of the unit and its surroundings.
 - b. Address any safety issues or resident special needs.
 - c. Determination of services needed (i.e. move only or full service)
 - d. Estimated need of packing materials
 - e. Moving date and time
 - f. Resident involvement in the moving process
 - g. Submission of cost for task order
5. The Contractor may be required to move appliances as needed, (refrigerators, freezers, stoves, window air conditioners, washers and/or dryers). SRHA or the resident will be responsible for reconnecting all appliances
6. Packing, moving and unpacking services shall include:
 - a. Breaking down and setting up of beds, headboards, dressers and mirrors
7. Packing, moving and unpacking services shall take no more than two days to complete. Additional time must be approved by the SRHA Relocation Specialist.
8. Moves may not begin before 8:00 a.m. and must be stopped and/or completed by 8:00 p.m. the same day unless otherwise approved by the SRHA Relocation Specialist.

H. MOVING SERVICES ORDER PROCESS:

1. Charges for cancellation of a scheduled move shall not apply if the Contractor is given at least a 24 hour-advance notice to cancel the move.

2. Unless otherwise approved by the SRHA Relocation Specialist, no residential moving services shall commence without an executed task order signed by the Specialist.
3. Within 24 hours of the walk-thru, the Contractor shall provide a written quote to the Relocation Specialist. If the quote is approved, the Specialist shall submit the quote along with a request for a task order to the SRHA Finance Department. The SRHA finance Department will process the task order and forward it to the Contractor for Contractor signature and SRHA Contracting Officer execution.
4. Request for residential moving services shall be provided to the Contractor via task orders. Task orders will contain the Contractor's quoted cost, resident's name, current address, contact number, property manager's name and contact number, current unit's bedroom size, move date, type of service required, the address to which the resident will move to, and its bedroom size. **Only the SRHA Relocation Specialist shall approve changes to executed task orders.**
5. Situations may arise that will require less than a 72 hour notice, (i.e. emergency moves). The Contractor shall conduct a walk-thru and forward a quote to the resident's property manager within 24 hours. A verbal or email notice to proceed from the SRHA Contracting Officer or her approved administrator may be given to the Contractor to commence the move while the task order is being prepared for full execution.
6. When the move is completed, the Contractor shall obtain the signature and date on the bill of lading or move receipt from the resident in which the services were rendered. The signed and dated bill of lading or move receipt shall be submitted along with the Contractor's invoice for payment.
7. Submitted invoices shall contain the following information:
 - a. Quoted cost
 - b. The contract number
 - c. Task order number
 - d. The resident's name
 - e. Type of move
 - f. The "move from" address and unit type
 - g. The "move to" address and unit type
 - h. The date of service(s)
 - i. Itemized list of packing materials used or provided to resident

I. PACKING MATERIALS:

The Contractor shall use and/or provide the below boxes and packing materials. For the purpose of this section, box sizes are estimated.

ALL DEVIATIONS FROM THE SPECIFICATIONS ARE TO BE NOTED IN THE BID RESPONSE PRICING SCHEDULE.

- a. Small Box 16"x12"x12"
- b. Medium Box 18"x16"x16"
- c. Large Box 24"x 18" x 18"

- d. Roll of wrapping paper 10lbs.
- e. Wardrobe with rod
- f. Dish Pack
- g. Tape

J. SAFETY:

1. The Contractor shall comply with all Occupational Safety and Health Administration (OSHA), City and State Occupational Health Standards and any other applicable rules and regulations.
2. The Contractor shall be held responsible for the safety of its employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and/or around the work site area under the resulting contract.
3. The Contractor shall be responsible for the security of all materials, tools, and equipment used in the conduct of the work while on SRHA properties.
4. The Contractor shall observe all safety precautions as not to endanger tenants, the public in general and/or damage SRHA property.

K. DAMAGES:

1. The Contractor shall notify the 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 during the work.
2. The Contractor shall be responsible for repairs to, or replacement of, damaged property, and timely remediation of any water damage, at no additional cost to the SRHA.
3. At no time, (without prior permission from the SRHA Relocation Specialist responsible for the move), is the Contractor allowed to park vehicles on SRHA grass or sidewalks. Any damage to SRHA property or private property as a result of improperly parked vehicles will be the responsibility of the Contractor.

L. DELAYS:

In the event of any delays in service, the Contractor shall give immediate notice via email or phone call to SRHA's Relocation Specialist. Default in promised services, (without accepted reasons), authorizes the SRHA to purchase services elsewhere and charge full increase in cost and handling to the defaulting Contractor.

M. INSURANCE:

1. The Contractor shall have and maintain appropriate and applicable insurance coverage. The required insurance are as follows:
 - a. Worker's Compensation Insurance

- b. Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence
 - c. General Liability Insurance of not less than \$1,000,000.00 per occurrence
 - d. Cargo Insurance at the minimum of \$.60 per pound per item
- 2. The Contractor must submit certificate of insurance to SRHA showing proof that the required insurance is in force before performance on the contract begins.
 - 3. SRHA reserves the right to terminate the contract if the Contractor fails to maintain the required insurance. It is recommended that the Contractor instructs its insurance provider to automatically email updated certificates of insurance to the SRHA.

N. GREEN ADHERENCE STANDARDS:

- 1. Awardee(s) of the contract under this solicitation will be required 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>

- 2. 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>

IV. PRICING SCHEDULE

- A. The Bidder shall complete **Attachment A - Pricing Schedule** and submit with bid package.
- B. 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).
- C. 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.
- D. If no equals or substitutes are submitted, the bidder assures SRHA of full compliance.

V. BILLING SPECIFICATIONS

- A. The contractor shall provide monthly invoices in electronic format; both in PDF and/or Excel. Invoices shall be in accordance to the requirements listed in this RFP. Electronic format shall be emailed to:

msmith@suffolkrha.org

- B. 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.
- C. All invoices shall show the contract number and/or purchase order number; and the federal employer identification number (for proprietorships, partnerships, and corporations).
- D. 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. This shall not affect offers of discounts for payment in less than 30 days, however.
- E. 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.
- F. 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:

(1) The later of the following two events:

- a) The 30th day after the SRHA receives a proper and payable invoice from the contractor/vendor.
- b) The 30th day after SRHA's acceptance of supplies delivered or services performed issued under a signed SRHA Purchase Order.

(2) 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>

- G. 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.
- H. Unreasonable Charges. Under certain emergency procurements and for most time and 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).

VI. PROPOSAL PREPARATION AND SUBMISSION

A. General Requirements:

1. **IFB Response:** In order to be considered for selection, Offerors must submit a sealed bid in response to this IFB. One original and electronic version (thumb drive or CD) must be submitted to:

Suffolk Redevelopment and Housing Office
530 East Pinner Street
Suffolk, VA 23434

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.

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 BELOW.

2. Bid Preparation:

- a. Bidders shall complete and submit **Attachment A - Pricing Schedule**.
- b. Bidders shall complete and submit **Attachment B** for three (3) references of work similar in size and scope as stated in the IFB.
- c. Bidders shall complete and submit **Attachment C** for three (3) past performance write ups for services rendered similar in size and scope of this IFB. Services shall have been within the last five (5) years. Past Performance write ups for services provided over five (5) years will not be considered.
- d. Bidders shall complete and submit **Attachments E - Certifications and Representations, Attachment F - Certificate of Compliance Section 3, and Attachment G - W9**.
- e. Bidders shall complete and submit **Attachment I Bidder Qualifications**

- f. Bidders shall complete and submit **Attachment J** Non Collusion of Bid.
- g. Bidders shall submit a copy of its Property Carrier Permit from the Virginia Department of Motor Vehicles (DMV) for residential moving services of 30 miles or less in the state of Virginia.
- h. SRHA encourages the use of recycled paper in proposal preparation.
- i. Do not use color or expensive stock in preparing proposal.
- j. 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 an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

VII. SELECTION CRITERIA AND AWARD

Selection Criteria:

Selection shall be made without discussions with responsive and qualified Contractors who offer the lowest responsible price and whose offer totally complies with all required solicitation requirements. SRHA reserves the right to award multiple Contractors.

VIII. PRE-BID CONFERENCE

A pre-bid conference will be held on **Wednesday, June 12, 2019, at 10:00 a.m.** in the SRHA Conference Room, 530 E. Pinner St, Suffolk, VA 23434. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference is strongly encouraged.

Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written amendment to this solicitation.

IX. SPECIAL CONTRACT REQUIREMENTS

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of

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 Section 3 residents 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 135, 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 135 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 135, 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 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- G. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- H. With respect to work performed in connection with Section 3 covering housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

§ 2.2-4311.2. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.

- I. 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.
- J. 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.
- K. 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.
- L. 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 SRHA or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
- M. SRHA may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. (2010, c. 634.)

<http://www.nrha.us/opportunities>

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

1. This procurement is being conducted by Suffolk Redevelopment and Housing 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), Supplier(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.
2. The Contractor shall notify SRHA 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.

3. 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 SRHA 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.

Attachment A - Pricing Schedule

**Attachment A – Pricing Schedule
Residential Moving Services
PR1299-293-18**

Company Name: _____

The Bidder hereby agrees to provide pricing inclusive of all material, equipment, transportation, supervision and incidentals in accordance with the conditions of the bid and specifications for the location(s) listed below.*All units include a living room, kitchen, one (1) to two (2) bathrooms, and in some cases, dining rooms.*

Base Year: Residential Moving Services (cost must include packing, moving and unpacking)

CLIN	Unit Type	Est Square Footage	Cost Per Unit	Estimated # of Units	Total Cost
	Family Unit Spaces				
A001	One (1) Bedroom	520		12	
A002	Two (2) Bedroom	780		125	
A003	Three (3) Bedroom	885		69	
A004					
A004					
A005					
A006					
A007					
A008					
A009					
A010					
Total Cost for Moving Services					

Base Year: Moving Services Only (no packing or unpacking)

CLIN	Unit Type	Est Square Footage	Cost Per Unit	Estimated # of Units	Total Cost
	Family Unit Spaces				
A011	One (1) Bedroom	520		12	
A012	Two (2) Bedroom	780		125	
A013	Three (3) Bedroom	885		69	
A014					
A015					
A016					
A017					
A018					
A019					
A020					
A021					
Total Cost for Moving Services					

**Attachment A – Pricing Schedule
Residential Moving Services
PR1299-293-18**

Base Year: Packing Materials

CLIN	Description	Cost Per Item	Estimated Usage	Total Cost
A022	Small Box 16"x12"x12"		150	
A023	Medium Box "18 x 16" x 16"		125	
A024	Large Box "24 x 18" x 18"		100	
A025	Dish Pack Double Wall		20	
A026	Wardrobe Box with Rod		50	
A027	Packing Paper 10lb		200 lbs	
A028	Tape		100 rolls	
Total Cost for Packing Materials				

Base Year: Appliance Move (refrigerators, freezers, stoves, washers, dryers)

CLIN	Description	Cost Per Item	Estimated Usage	Total Cost
A029	As noted above			
Total Cost for Appliance Move				

A030 Move Cancellation Charge (when given less than a 24 hour notice) _____

Total Cost (CLINS A001-A030) for Base Year _____

Option Year One: Residential Moving Services (cost must include packing, moving and unpacking)

CLIN	Unit Type	Square Footage	Cost Per Unit	Estimated # of Units	Total Cost
Family Unit Spaces					
B001	One (1) Bedroom	520		12	
B002	Two (2) Bedroom	780		125	
B003	Three (3) Bedroom	885		69	
B004					
B004					
B005					
B006					
B007					
B008					
B009					
B010					
Total Cost for Moving Services					

**Attachment A – Pricing Schedule
Residential Moving Services
PR1299-293-18**

Option Year One: Moving Services Only (no packing or unpacking)

CLIN	Unit Type	Square Footage	Cost Per Unit	Estimated # of Units	Total Cost
Family Unit Spaces					
B011	One (1) Bedroom	520		12	
B012	Two (2) Bedroom	780		125	
B013	Three (3) Bedroom	885		69	
B014					

Option Year One: Packing Materials

CLIN	Description	Cost Per Item	Estimated Usage	Total Cost
B022	Small Box 16"x12"x12"		150	
B023	Medium Box "18 x 16" x 16"		125	
B024	Large Box "24 x 18" x 18"		100	
B025	Dish Pack Double Wall		20	
B026	Wardrobe Box with Rod		50	
B027	Packing Paper 10lb		200 lbs	
B028	Tape		100 rolls	
Total Cost for Packing Materials				

Option Year One: Appliance Move (refrigerators, freezers, stoves, washers, dryers)

CLIN	Description	Cost Per Item	Estimated Usage	Total Cost
B029	As noted above			
Total Cost for Appliance Move				

B030 Move Cancellation Charge (when given less than a 24 hour notice) _____

Total Cost (CLINS B001-B030) for Option Year One _____

**Attachment A – Pricing Schedule
Residential Moving Services
PR1299-293-18**

Option Year Two: Residential Moving Services (cost must include packing, moving and unpacking)

CLIN	Unit Type	Square Footage	Cost Per Unit	Estimated # of Units	Total Cost
Family Unit Spaces					
C001	One (1) Bedroom	520		12	
C002	Two (2) Bedroom	780		125	
C003	Three (3) Bedroom	885		69	
C004					
C004					
C005					
C006					
C007					
C008					
C009					
C010					
Total Cost for Moving Services					

Option Year Two: Moving Services Only (no packing and unpacking)

CLIN	Unit Type	Square Footage	Cost Per Unit	Estimated # of Units	Total Cost
Family Unit Spaces					
C011	One (1) Bedroom	520		12	
C012	Two (2) Bedroom	780		125	
C013	Three (3) Bedroom	885		69	
C014					
C015					
C016					
C017					
C018					
C019					
C020					
C021					
Total Cost for Moving Services					

Option Year Two: Packing Materials

CLIN	Description	Cost Per Item	Estimated Usage	Total Cost
C022	Small Box 16"x12"x12"		120	
C023	Medium Box "18 x 16" x 16"		100	
C024	Large Box "24 x 18" x 18"		80	
C025	Dish Pack Double Wall		10	
C026	Wardrobe Box with Rod		30	

**Attachment A – Pricing Schedule
Residential Moving Services
PR1299-293-18**

C027	Packing Paper 10lb		200 lbs	
C028	Tape		80 rolls	
Total Cost for Packing Materials				

Option Year Two: Appliance Move (refrigerators, freezers, stoves, washers, dryers)

CLIN	Description	Cost Per Item	Estimated Usage	Total Cost
C029	As noted above		3	
Total Cost for Appliance Move				

C030 Move Cancellation Charge (when given less than a 24 hour notice) _____

Total Cost (CLINS C001-C030) for Option Year Two _____

Option Year Three: Residential Moving Services (cost must include packing, moving and unpacking)

CLIN	Unit Type	Square Footage	Cost Per Unit	Estimated # of Units	Total Cost
	Family Unit Spaces				
D001	One (1) Bedroom	520		12	
D002	Two (2) Bedroom	780		125	
D003	Three (3) Bedroom	885		69	
D004					
D004					
D005					
D006					
D007					
D008					
D009					
D010					
Total Cost for Moving Services					

Option Year Three: Moving Services Only (no packing or unpacking)

	Family Unit Spaces				
D011	One (1) Bedroom	520		12	
D012	Two (2) Bedroom	780		125	
D013	Three (3) Bedroom	885		69	
D014					
D015					
D016					
D017					
D018					

**Attachment A – Pricing Schedule
Residential Moving Services
PR1299-293-18**

D019	Two (2) Bedroom	780		2	
	Scattered Sites Unit Spaces				
D020	Three (3) Bedroom	1,190		1	
D021	Four (4) Bedroom	1,197		0	

Option Year Three: Packing Materials

CLIN	Description	Cost Per Item	Estimated Usage	Total Cost
D022	Small Box 16"x12"x12"		150	
D023	Medium Box "18 x 16" x 16"		125	
D024	Large Box "24 x 18" x 18"		100	
D025	Dish Pack Double Wall		20	
D026	Wardrobe Box with Rod		50	
D027	Packing Paper 10lb		200 lbs	
D028	Tape		100 rolls	
Total Cost for Packing Materials				

Option Year Three: Appliance Move (refrigerators, freezers, stoves, washers, dryers)

CLIN	Description	Cost Per Item	Estimated Usage	Total Cost
D029	As noted above			
Total Cost for Appliance Move				

D030 Move Cancellation Charge (when given less than a 24 hour notice) _____

Total Cost (CLINS D001-D030) for Option Year Three _____

**Attachment A – Pricing Schedule
Residential Moving Services
PR1299-293-18**

Total Cost of All Years (A001 – E030) _____

**Attachment A – Pricing Schedule
Residential Moving Services
PR1299-293-18**

NOTE:

Figures used for "estimated units" in the pricing schedule are estimates only and shall not be construed as specifying, implying and/or guaranteeing any specific quantity of moves during the estimated four (3) year period.

Pricing shall be all inclusive of labor, travel, overhead, G&A, and fees. No other charges are applicable to the resultant contract and thus disapproved on all invoices.

ALL DEVIATIONS FROM THE SPECIFICATIONS ARE TO BE NOTED IN THE BID RESPONSE.

(*CASH DISCOUNT FOR PROMPT PAYMENT____% 10 DAYS/ NET____DAYS)

Bidder Name: _____ Date: _____

Bidder Signature: _____

Attachment B - Reference Sheet

Attachment B - Reference Sheet

NOTE: Leaving the Email Blank give a zero score for that reference.

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

Attachment B - Reference Sheet

NOTE: Leaving the Email Blank give a zero score for that reference.

NOTE: Leaving the Email Blank gives a zero score for that reference.	
Solicitation Number:	
Contractor Name:	
Reference 1:	
Company:	
Address:	
Point of Contact:	
Phone Number:	
Fax Number:	
Email Address: <small>DO NOT LEAVE BLANK</small>	
Dollar Value:	
Description of Work:	

Attachment B - Reference Sheet

NOTE: Leaving the Email Blank give a zero score for that reference.

NOTE: Leaving the Email Blank gives a zero score for that reference.	
Solicitation Number:	
Contractor Name:	
Reference 1:	
Company:	
Address:	
Point of Contact:	
Phone Number:	
Fax Number:	
Email Address: <small>DO NOT LEAVE BLANK</small>	
Dollar Value:	
Description of Work:	

Attachment C – Past Performance Write Ups

Attachment C - 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.

Attachment C - 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):

<input type="checkbox"/> Work continuing, on schedule	<input type="checkbox"/> Work continuing, behind schedule
<input type="checkbox"/> Work completed, no further action pending or underway	<input type="checkbox"/> Work completed, routine administrative action pending or underway
<input type="checkbox"/> Work completed, claims negotiations pending or underway	<input type="checkbox"/> Terminated for Convenience
<input type="checkbox"/> Work completed, litigation pending or underway	<input type="checkbox"/> Other (explain)
<input type="checkbox"/> Terminated for Default	
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 C - 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.

Attachment D - HUD 5369-B Instructions to Bidders

Instructions to Offerors for Construction

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

11111111

-03291 -

Preparation of Offers

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.

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. Corrections or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of the agent's authority, unless that evidence has been previously furnished to the HA.

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

Submission of Offers

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.

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

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

Amendments to Solicitations

If this solicitation is amended, then all terms and conditions which have not been modified remain unchanged.

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.

Explanation to Prospective Offerors

Prospective offerors 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 after the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished equally to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the failure to provide it would be prejudicial to any other prospective offerors.

Responsibility of Prospective Contractor

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 and the offer, modification, or withdrawal shall be processed as if mailed on that date. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

(e) Neither financial data submitted with an offer, nor representation 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 protester.

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 contract official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Attachment E - Certifications and Representation of Offerors

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 SRHA's 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)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> 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 Suffolk Redevelopment and Housing 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 Principals:

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):

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 F - Certificate of Compliance – Section 3

Certificate of Compliance – Section 3

530 E.
Pinner Street Suffolk,
Virginia 23434
(757) 539-2100
TDD# (800)

Certification of Compliance with Regulations to Section 3 of Housing and Urban Development Act of 1968 as required for
participate in: _____

PURPOSE, AUTHORITY AND RESPONSIBILITY

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development, neighborhood economic improvement, and individual self-sufficiency.

Section 3 requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents, particularly persons who are recipients of HUD assistance for housing.

_____ (hereinafter called the Company), CERTIFIES that
upon being awarded a contract to _____ in the
Municipality of the City of Suffolk, Virginia, that the Company:

- a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 135; and
- b) will comply with HUD's regulations in 24 CFR Part 135; and
- c) will submit to SRHA a Section 3 Work Plan (see Section 3 Appendix), before a "Notice to Proceed" is issued or start date projected. The developer or prime contractors will require all subcontractors to submit a Section 3 Work Plan prior to proceeding with their respective scope of work.
- d) will send to each labor organization or representative of workers with which the Company has a collective bargaining agreement or other understanding, a notice advising the labor organization or the representative or workers of the Company's commitments under Section 3; and
- e) will include this Section 3 Certification of Compliance in every subcontract subject to compliance with the regulations found in 24 CR Park 135 and further agrees to take the appropriate action pursuant to those regulations in the event the subcontractor is found to be in violation of 24 CFR Part 135; and
- f) will not subcontract with any subcontractor where the Company has notice or knowledge that the subcontractor has been found in violation of any provision of 24 CFR Part 135; and
- g) will not fill any vacant employment positions, including training positions, (1) after the Company is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR Part 135 require employment opportunities to be directed, to circumvent the Company's obligations under 24 CFR Part 135; and
- h) will, to the extent feasible, make a good faith effort to utilize the services of businesses located in or substantially owned by persons who live within the project boundaries.

Company Name

Name and Title

Signature

Attachment G - W9 Form

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

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
4 a The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
b So-called trust account that is not a legal or valid trust under state law	The actual owner
5 Sole proprietorship or disregarded entity owned by an individual	The owner
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
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

¹List 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.

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

³You 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.

⁴List 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. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

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

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 – 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 (exp. 12/31/2011)

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

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

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

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

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)(i) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

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

Attachment I

STATEMENT OF BIDDER'S QUALIFICATIONS

530 E.
Pinner St. Suffolk Va.
23434
(757) 539-2100
TDD# (800) 545-1833

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information he/she desires.

IDENTIFICATION, LOCATION & CONTACTS

1. Name of Bidder: _____
2. Trade Name (DBA): _____
3. Permanent Main Office Address: _____

3. Office Numbers: Phone: _____ FAX: _____
4. Business Start Date: _____
5. TAX ID Number: _____
6. DUNS Number: _____
7. CAGE Code (if applicable): _____
8. Main Point-of-Contact: _____
9. POC Title: _____
10. POC Number: _____
11. State Contractor License Number and Type: _____

ORGANIZATION, OWNERSHIP & CERTIFICATIONS

12. ☒ Minority Code (check all that apply):

<input type="checkbox"/> Minority Business Enterprise	<input type="checkbox"/> BZone Certified	<input type="checkbox"/> Woman-Owned
<input type="checkbox"/> Veteran	<input type="checkbox"/> vice-Disabled Veteran	<input type="checkbox"/> Small Disadvantaged Business
13. Business Type:

<input type="checkbox"/> Sole-Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Partnership	

BUSINESS QUALIFICATIONS

14. Number years engaged in business under your present firm or trade name: _____

15. Current Contracts (list at least 3) if none, list most recent:

Company/Agency	Date Awarded	Gross Amount Awarded
_____	_____	_____
_____	_____	_____
_____	_____	_____

16. List the most important project(s) recently completed:

Project Name	Date Completed	Final Amount if Project
_____	_____	_____
_____	_____	_____

16. General character of work performed by your company: _____

17. Have you failed to complete any work awarded to you? ☐ YES ☐ NO

If so, where and why?

18. Have you ever defaulted on a contract? ☐ YES ☐ NO

If so, where and why?

19. List major equipment available for this Contract upon award:

20. Experience in construction work similar in important to this project:

21. List background and experience of the principal members of your organization including the officers.

Employee Name/Title	Years Experience	Type Experience

FINANCIAL STATUS

22. Credit Available to Company: \$

23. Bank Reference(s)

Name of Bank	Account Number	Bank Reference / Number

24. Upon request, will you complete a detailed financial statement and furnish any requested information that may be required by the Norfolk Redevelopment and Housing Authority? ☐ YES ☐ NO

**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.

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

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
4 a The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
b So called trust account that is not a legal or valid trust under state law	The actual owner
5 Sole proprietorship or disregarded entity owned by an individual	The owner
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
8 Corporate or LLC electing corporate status on Form 8832	The corporation
9 Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10 Partnership or multi-member LLC	The partnership
11 A broker or registered nominee	The broker or nominee
12 Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

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 J – Non-Collusion of Bidders

Non-Collusion Affidavit of Prime Bidder

530 E. Pinner St.
Suffolk Va. 23434
(757) 623-1111
TDD# (800)

State of _____

County/City of _____

_____ being first duly sworn, deposes and says that:

- (1) He/She is _____ of _____, the bidder that has submitted the attached bid;
- (2) He/She is fully informed respecting the preparation and contexts of the attached Bid and all of all pertinent circumstances respecting such Bid;
- (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 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 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, employees, or parties in interest, including this affiant.

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____



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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Previous edition is obsolete

Form HUD-4369 (10/2002)

Instructions to Bidders for Contracts Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled *Site Investigation and Conditions Affecting the Work of the General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5389-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the invitation for bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable laws] —

X (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 870, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fma.treas.gov/c870/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That, we, _____ as Principal,
and _____ as Surety, in
the penal sum of _____
Dollars (\$ _____) for the payment of which
sum well and truly to be made, we bond ourselves, our heirs, executors, administrators
and successors, jointly and severally, firmly by these presents. THE CONDITION OF
THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract
with the Housing Authority of _____, dated _____,
_____, 20____, for _____

_____. Now therefore of the principal
shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions
and agreements if said contract during the original term of said contract and any
extensions thereof that may be granted by the Housing Authority of _____
with or without notice to the undertakings, covenants, terms, conditions and agreements
of any and all duly authorized modifications of said contract, notice to surety being
hereby waived, than this obligation to be void; otherwise to remain in full force and
virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument
under their several seals this _____ day of _____, 20____, in the
name and corporate seal of each corporate party being hereto affixed and these presents
duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of

_____	(Individual Principal) (SEAL)
_____	_____
(Address)	(Business Address)
_____	_____
_____	(Individual Principal) (SEAL)
_____	_____
(Address)	(Business Address)

_____	_____
	(Individual Principal) (SEAL)
_____	_____
(Address)	(Business Address)
_____	_____
	(Individual Principal) (SEAL)
_____	_____
(Address)	(Business Address)

The rate of premium on this bond is \$ _____ per thousand
Total amount of premium charges _____

(The above must be filled in by the Corporate Surety)
(Attach Power of Attorney)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That, we, _____ as Principal,
and _____ as Surety, in the
penal sum of _____
Dollars (\$ _____) for the payment of which sum well and truly to be made,
we bond ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS
SUCH, that whereas the principal entered into a certain contract with the Housing
Authority of _____, dated _____, 20____, for

_____ Now
therefore of the principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions and agreements if said contract during the original term of
said contract and any extensions thereof that may be granted by the Housing Authority of
_____ with or without notice to the undertakings, covenants, terms,
conditions and agreements of any and all duly authorized modifications of said contract,
notice to surety being hereby waived, than this obligation to be void; otherwise to remain
in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument
under their several seals this _____ day of _____, 20____, in the
name and corporate seal of each corporate party being hereto affixed and these presents
duly signed by its undersigned representative, pursuant to authority of its governing body.

(Individual Principal) (SEAL)

(Address)

(Business Address)

(Individual Principal) (SEAL)

(Address)

(Business Address)

(Individual Principal) (SEAL)

(Address)

(Business Address)

(Individual Principal) (SEAL)

(Address)

(Business Address)

The rate of premium on this bond is \$ _____ per thousand
Total amount of premium charges _____

(The above must be filled in by the Corporate Surety)
(Attach Power of Attorney)

CERTIFICATION AS TO CORPORATE PRINCIPAL

I, _____, certify that I
am the _____
Secretary of the Corporation names as principal in the within bond, that _____
_____ who signed the said bond on behalf of the
principal was the _____ of said Corporation; that I know his
signature and his signature thereto is genuine and that said bond was duly signed, sealed
and attested to for and in behalf of said Corporation by authority of its governing body.

STIPULATION AGAINST LIENS

WHEREAS, The Suffolk Redevelopment and Housing Authority ("Authority"), a municipal corporation and political subdivision of the Commonwealth of Virginia, is, as of the _____ day of _____, about to execute contemporaneously herewith a contract with _____ ("Contractor"), a corporation organized and existing under the laws of the Commonwealth of Virginia, for the _____, owned by Authority in the City of Suffolk, Virginia.

NOW, THEREFORE, on _____ day of _____, at the time of and immediately before the execution of the contract, and before any authority has been given by the Authority to the Contractor and for the further consideration of the sum of One Dollar and other good and valuable consideration paid to the said Authority by the Contractor, it is agreed that no mechanics' liens or other claims shall be filed against the real _____ Housing, by the said Contractor, nor by and subcontractor, or by any of the material-men, supplies or laborers who may furnish or otherwise provide materials or labor or supplies in connection with the said Project, or any part thereof, the right to file such claims or liens being expressly waived and relinquished herewith.

SUFFOLK REDEVELOPMENT AND HOUSING
AUTHORITY

By: _____
Suffolk Redevelopment and Housing Authority
Tracey C. Snipes, Executive Director/CEO

CONTRACTOR

By: _____

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 of all
pertinent circumstances respecting such Bid;
- (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 secure through any collusion, conspiracy, connivance or unlawful
agreement any 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, employees, or parties in interest,
including this affiant.

(Name)

(Title)

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

Notary Public

My commission expires _____

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

**Representations, Certifications,
and Other Statements of Bidders
Public and Indian Housing Programs**

Previous edition is obsolete

form HUD-5369-A (11/92)

Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled Equal Employment Opportunity of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

**General Contract Conditions for
Small Construction/Development
Contracts**

**U.S. Department of Housing and Urban
Development**

Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 01/31/2014)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts greater than \$2,000 but not more than \$100,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the Labor Standards clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof 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 Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (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 or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damages to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the

Contractor charged with damages under this clause if—

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$_____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$_____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g.,

change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

10. Rights in Data and Patent Rights (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.

11. 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.

12. 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.

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
 - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) **Payrolls and Basic Records.**

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification

of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) **Equal Employment Opportunity.** The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) **Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) **Contract Termination; Debarment.** A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) **Compliance with Davis-Bacon and related Act Requirements.** All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) **Certification of Eligibility.**
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

-
- contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

SECTION 3

CERTIFICATE OF COMPLIANCE - SECTION 3

Certification of Compliance with Regulations to Section 3 of Housing and Urban Development Act of 1968 as required for participation in (name of project)

PURPOSE, AUTHORITY AND RESPONSIBILITY

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C., 1731u (hereinafter Section 3) requires that to the greatest extent feasible, employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall be directed to low-income and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

that upon being awarded a contract to _____ (hereinafter called the Company), CERTIFIES
in the municipality of the City of ~~Seaboard~~ Virginia, that the Company:

- a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 135; and
- b) will comply with HUD's regulations in 24 CFR Part 135; and
- c) will send to each labor organization or representative of workers with which the Company has a collective bargaining agreement or other understanding, a notice advising the labor organization or the representative or workers of the Company's commitments under Section 3; and
- d) will include this Section 3 Certification of Compliance in every subcontract subject to compliance with the regulations found in 24 CFR Part 135 and further agrees to take the appropriate action pursuant to those regulations in the event the subcontractor is found to be in violation of 24 CFR Part 135; and
- e) will not subcontract with any subcontractor where the Company has notice or knowledge that the subcontractor has been found in violation of any provision of 24 CFR Part 135; and
- f) will not fill any vacant employment positions, including training positions, (1) after the Company is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR Part 135 require employment opportunities to be directed, in order to circumvent the Company's obligations under 24 CFR Part 135; and
- g) will, to the extent feasible, make a good faith effort to utilize the services of businesses located in or substantially owned by persons who live within the project boundaries.

Company Name _____

Name and Title _____

Signature _____

Date _____

SECTION 3 MONITORING AND ENFORCEMENT

The Section 3 Coordinator will monitor and evaluate SRHA contractors for Section 3 compliance. If it is determined that a contractor is out of compliance, the Section 3 Coordinator will meet with the contractor to assess the non-compliance issue and make every effort to help the contractor to become compliant. If the contractor is still unable to achieve compliance, but can provide evidence that outreach efforts have been made to no avail, the contractor's efforts will be documented accordingly.

Failure to Comply

SRHA's Section 3 compliance shall consist of a comprehensive analysis and evaluation of the contractor's compliance efforts with the requirements and obligations outlined in the contract. Where an SRHA Section 3 compliance review reveals that a contractor has not complied with Section 3, SRHA shall undertake any and all efforts to help the contractor become compliant. All necessary paperwork must be completed, including the date the Section 3 plan will be submitted and implemented. Continued failure or refusal by the contractor to comply with the Section 3 requirements will result in one or all of the following:

- 1) **Sanctions:** Funds will be withheld until compliance is achieved.
- 2) **Termination of Contract:** A "failure to comply" notice will be sent to the contractor informing them that the work will be stopped and the contract terminated in 30 days if compliance is not achieved.
- 3) **Debarment or suspension:** The contractor will be debarred or suspended from receiving future SRHA contracts; SRHA will document that the contractor was non-compliant and is ineligible to receive future contracts.

How to File and Process a Complaint

Complaints can be filed in writing to the local HUD Fair Housing and Equal Opportunities Office (FHEO) or to:

**The Assistant Secretary for Fair Housing
and Equal Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, SW, Room 5100
Washington, DC 20410-2000
1-800-669-9777
1-800-927-9276 (TTY)
www.hud.gov www.espanol.hud.gov**

A written complaint should contain:

- 1) Name and address of the person filing the complaint;
- 2) Name and address of subject of complaint (HUD recipient or contractor);
- 3) Description of acts or omissions in alleged violation of Section 3;
- 4) Statement of corrective actions sought.

SUFFOLK REDEVELOPMENT & HOUSING AUTHORITY

SECTION 3 CONTRACTOR WORK PLAN

The SuffolkRHA strives to be a Section 3 compliant agency and in doing so we need your support towards these efforts.

The SuffolkRHA Section 3 Contractor Work Plan is a projection of the employment, training, and contracting opportunities your company anticipates will occur on a given project. Attached are the required documents and a brief explanation of each that will help you to complete your work plan.

The Existing Employee List, Contractor Section 3 Worksheet/Projected Employment Needs, Contractor/Subcontractor Training Plan, Intent to Employ Form and the Section 3 Employment, Training and Contracting Report constitute your Section 3 Contractor Work Plan. To maximize outreach efforts, your work plan should be submitted immediately after your contract award and is only required to be submitted one time for each contract you secure with SuffolkRHA.

1. **Existing Employee List:** Use this form to identify your existing employees on hand before project started.
2. **Contractor Section 3 Worksheet and Contractor Training Plan:** Use these forms to project any Contract/Subcontract employment and training opportunities resulting from this project.
3. **Contractor Subcontracting Plan:** Use this form to project contract or subcontract opportunities resulting from this project.
4. **Section 3 Contractor Intent to Employ Option Form:** To inform the SRHA Section 3 Coordinator that you intend to hire a Section 3 qualified employee.
5. **Section 3 Employment, Training and Contracting Report:** This is to report any actual Section 3 hires or contracts with Section 3 Business.

Complying with Section 3 requires you to ensure contracting, training, and employment opportunities on your project are directed to SuffolkRHA residents first before advertised or marketed to any other parties. Your company is required to submit reports throughout the duration of the project to update your Section 3 activities. Use the attached forms to submit your Section 3 work plan.

SECTION 3 INFORMATION

WHAT IS SECTION 3?

It is a means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance.

Under Section 3 of the HUD Act of 1968, whenever HUD financial assistance is extended for housing or community development, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in that area.

SECTION 3 POLICY

Congress established the Section 3 policy to guarantee that the employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing.

WHO ARE SECTION 3 RESIDENTS?

Section 3 residents are:

- Public housing residents
- Low- and very-low income persons who live in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.

Determining Income Levels:

- Low income is defined as 80% or below the median income of that area
- Median incomes can be found for this area by using the attached FY 2004 Income limits for Norfolk-Virginia Beach-Newport News form
- Very low income is defined as 50% or below of the median income of that area

EXISTING EMPLOYEE LIST

PROJECT NAME: _____

LOCATION: _____

DEVELOPER/CONTRACTOR/APPLICANT: _____

DATE: _____

LIST ALL CURRENT EMPLOYEES:

EMPLOYEE NAME / ADDRESS	HIRE DATE	JOB CATEGORY CODE:

JOB CATEGORY CODES:

- | | |
|--------------------|--|
| 1) Professional | 4) Construction by Trade (Specify Trade) |
| 2) Technician | 5) Laborer |
| 3) Office/Clerical | |

CONTRACTOR SECTION 3 WORKSHEET

[illegible]

CONTRACTOR TRAINING PLAN

[illegible]



CONTRACTOR SUBCONTRACTING PLAN

List Each Subcontractor and Duties and Responsibilities	Approximate Dollar Value	Construction or Non-Construction (NC)	Section 3 Business Concern (Y/N)	Gender / Ethnic / Racial Codes	Woman-Owned Business (Y/N)
1.					
2.					
3.					
4.					
5.					

Gender / Ethnic / Racial Codes:

1. White American
2. African American
3. Native American
4. Hispanic American
5. Asian Pacific
6. Jewish American
7. Woman-Owned



**SECTION 3 CONTRACTOR
INTENT TO EMPLOY OPTION FORM**
Section 3 Contractor/Employer Information

*Mail or Fax this form to
Section 3 Coordinator*

CONTRACTOR/EMPLOYER INFORMATION

Company Name _____

Address _____

City _____

State _____

Zip _____

Telephone Number _____

Fax Number _____

Internet address _____

JOB INFORMATION

Job Title: _____

Number of Openings: _____

Job Duration: *Full time or Part time*

☐ 150 days ☐ over 150 days

Shift: _____

☐ 1 ☐ 2 ☐ 3 ☐ Rotating ☐ Split

Work Days: _____

☐ Sun ☐ Mon ☐ Tues ☐ Wed ☐ Thurs ☐ Fri ☐ Sat
(Circle all that apply)

Work Hours: Fm _____ to _____

AM / PM

Age: _____

AM / PM Hours _____

Typing Speed: _____

Per _____

Driver's License Required? ☐ Yes ☐ No Type? ☐ Regular ☐ Chaut. CDL A B C

Endorsements _____ Need Help Finding Residents: ☐ Yes ☐ No

Job Details (include essential job duties/functions and any machinery operated/tools used)

Yrs. Experience _____

Req'd/Desired _____

Level of education _____

Req'd/Desired _____

Salary Range: Min _____

Max _____

Per: Hour/Day/Week/Month/Year

Benefit (Check all that apply)

☐ 401-K

☐ Bonuses

☐ Clothing

☐ Dental Ins.

☐ Education

☐ Life Insurance

☐ Major Medical

☐ Mileage Reimbursement

☐ Prescription Coverage

☐ Retirement Plan

☐ Sick/Disability Leave

☐ Uniform Furnished

☐ Vacation Leave

☐ Vehicle Furnished

☐ Vision Plan

Pay Benefit Details: _____

Form Completed by: _____

Date: _____

SECTION 3 EMPLOYMENT, TRAINING AND CONTRACTING REPORT:

CONTRACTOR	
FEDERAL AGENCY	
CONTRACT NO.	
PROJECT NAME	
SECTION 3 BUSINESS	

COMPLIANCE OFFICER'S SIGNATURE

CONTRACTOR/SELF-CONTRACTOR	GENERAL CONTRACTOR OR TRADE SPECIALTY	EST. CONTRACT VALUE OR NO.	CONTRACT START DATE	CONTRACT AMOUNT	STANDARD SERVICE CODE OR OTHER	TOTAL NUMBER OF EMPLOYEES	TOTAL NUMBER OF EMPLOYEES	WAGE METHOD CODE

EMPLOYER AND BIRN	EMPLOYER TITLE	TYPE TRAINING TO BE PROVIDED	STANDARD SERVICE CODE OR EMPLOYER	SECTION 3 CODE	PERSONAL SERVICE CODE	WAGE METHOD CODE

GENERAL AGENCY CODES:

1 = Federal Government
2 = State Government
3 = Local Government
4 = International Organization
5 = Non-Profit Organization
6 = Other

GENERAL AGENCY CODES:

1 = Federal Government
2 = State Government
3 = Local Government
4 = International Organization
5 = Non-Profit Organization
6 = Other

GENERAL AGENCY CODES:

1 = Federal Government
2 = State Government
3 = Local Government
4 = International Organization
5 = Non-Profit Organization
6 = Other

GENERAL AGENCY CODES:

1 = Federal Government
2 = State Government
3 = Local Government
4 = International Organization
5 = Non-Profit Organization
6 = Other



DAVIS BACON WAGE RATES

General Decision Number: VA190153 01/11/2019 VA153

Superseded General Decision Number: VA20180164

State: Virginia

Construction Type: Residential

Counties: Gloucester, Isle of Wight, James*, Mathews,
Poquoson*, Suffolk*, Williamsburg* and York Counties in Virginia.

Includes the independent cities of Poquoson*, Suffolk* and
Williamsburg*.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage
of \$10.60 for calendar year 2019 applies to all contracts
subject to the Davis-Bacon Act for which the contract is
awarded (and any solicitation was issued) on or after January
1, 2015. If this contract is covered by the EO, the contractor
must pay all workers in any classification listed on this wage
determination at least \$10.60 per hour (or the applicable wage
rate listed on this wage determination, if it is higher) for
all hours spent performing on the contract in calendar year
2019. If this contract is covered by the EO and a
classification considered necessary for performance of work on
the contract does not appear on this wage determination, the
contractor must pay workers in that classification at least the
wage rate determined through the conformance process set forth
in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is
higher than the conformed wage rate). The EO minimum wage rate
will be adjusted annually. Please note that this EO applies to
the above-mentioned types of contracts entered into by the
federal government that are subject to the Davis-Bacon Act
itself, but it does not apply to contracts subject only to the
Davis-Bacon Related Acts, including those set forth at 29 CFR
5.1(a)(2)-(60). Additional information on contractor
requirements and worker protections under the EO is available
at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/11/2019

BRVA0001-002 02/01/2018

	Rates	Fringes
BRICKLAYER.....	\$ 20.59	8.13

* ELEV0052-004 01/01/2019

Rates	Fringes
-------	---------

ELEVATOR MECHANIC.....\$ 41.34 33.705+a+b

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

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

ENGI0147-012 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Cranes 90 tons & over capacity; Tower & Climbing		
Cranes with Controls 100 ft. above ground.....	\$ 30.00	10%+9.94
Cranes under 90 tons.....	\$ 29.08	10%+9.94

SUVA2012-034 08/08/2014

	Rates	Fringes
CARPENTER.....	\$ 14.68	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.04	0.00
DRYWALL FINISHER/TAPER.....	\$ 14.00	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 13.79	0.00
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 15.83	0.00
FLOOR LAYER: Carpet.....	\$ 17.50	0.00
IRONWORKER, ORNAMENTAL.....	\$ 15.59	0.00
IRONWORKER, STRUCTURAL.....	\$ 21.55	1.39
LABORER: Common or General.....	\$ 10.97	0.00
LABORER: Landscape.....	\$ 11.72	0.00
LABORER: Mason Tender - Brick...	\$ 13.79	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.00	0.00
LABORER: Pipelayer.....	\$ 14.04	2.66
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 17.30	2.83

OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 15.26	0.80
OPERATOR: Bulldozer.....	\$ 15.17	2.27
OPERATOR: Loader.....	\$ 15.21	2.77
PAINTER (Brush and Roller).....	\$ 12.25	0.00
PLUMBER.....	\$ 16.34	0.00
ROOFER.....	\$ 13.09	0.00
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 16.60	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 18.09	3.15
TRUCK DRIVER: Dump Truck.....	\$ 16.30	0.00

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

=====

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

=====

END OF GENERAL DECISION

U.S. Department of Labor
Wage and Hour Division

For Contractor's Optional Use, See Instructions at www.fed.gov/whd/forms/whd-07-misc.pdf

24

1994年12月24日

Order No. 12-05-014
Expires 12/31/2017

UNIVERSITY OF CALIFORNIA

Abstract

1

10

Abstract

FROM INSIDER TO OUTSIDER

INDEX

1. *Journal of Management Studies*, 1997, 34, 1, 1-14.

[illegible][illegible]

SECURITY INFORMATION	
FOUO/NOFORN	CONFIDENTIAL
<p>THE UNITED STATES GOVERNMENT OF THE ARMY WILL NOT DISCLOSE OR DISSEMINATE TO THE PUBLIC OR TO ANY OTHER AGENCY OR INDIVIDUAL ANY INFORMATION THAT IS NOT IN THE PUBLIC DOMAIN AND THAT IS NOT IN THE PUBLIC DOMAIN OF THE UNITED STATES GOVERNMENT.</p>	

**Certificate from Contractor Appointing
Officer or Employee to Supervise
Payment of Employee**

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

Project Name _____ Date (mm/dd/yyyy) _____

Location _____ Project No. _____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for _____
(specify "General Construction," "Plumbing," "Roofing," etc.) in connection with construction of the above-mentioned Low-Rent Housing Project,
and that (I) (we) have appointed _____ whose signature
appears below, to supervise the payment of (my) (our) employees beginning (Date: mm/dd/yyyy) _____

That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance
required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I)
(we) submit to the (Name of Local Authority) _____
a new certificate appointing some other person for the purposes hereinabove stated.

(Identifying Signature of Appointee)

Attest (if required)

(Name of Firm or Corporation)

(Signature)

By _____
(Signature)

(Title)

(Title)

(Date: mm/dd/yyyy)

(Date: mm/dd/yyyy)

Note: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute.

SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGAED PURSUANT

THERE TO BY THE SECRETARY OF LABOR, US DEPARTMENT OF LABOR

[Replaces Section 1 of the Act of June 13, 1934, (48 Stat. 948, 40 U.S.C., Section 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862]

KICKBACKS FROM PUBLIC WORKS EMPLOYEES:

Whoever, by force, intimidation or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than FIVE THOUSAND (\$5,000.00) DOLLARS or imprisoned not more than five (5) years.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862, 63 Stat. 108, 72 Stat. 967, 40 U.S.C., Sec. 176c):

The Secretary of labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or work financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding work week. Section 1001 of Title 19 (United States Code) shall apply to such statements.

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part", as used in mentioned. Said regulations are as follows:

"CONTRACTORS & SUBCONTRACTORS ON PUBLIC BUILDING & PUBLIC WORK AND ON BUILDINGS & WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES"

Section 3.1: PURPOSE AND SCOPE

This part prescribes "anti-kickback" regulations under Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal Wage standards and which is for the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. This part is intended to aid in the enforcement of the minimum wage provisions of the

Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950; the Federal Water Pollution Control Act and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours and Safety Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2: DEFINITIONS

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials or servicing and maintenance work. The terms include, without limitation, buildings, structures and improvements of all types such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, the manufacturer or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquire title to such materials, articles, supplies or equipment during the course of the manufactured for furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction", "prosecution", "completion", or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decoration, the transporting of materials or supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public housing" or "public work" include buildings or work for whose construction, prosecution, completion or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereto is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is

made directly or indirectly from funds provided by loans or grants by a Federal agency. The terms do not include building or work for which Federal assistance is limited solely to land guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages" regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term "Federal Agency" means the United States, the District of Columbia and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishment, agencies and instrumentalities.

Section 3.3: WEEKLY STATEMENT OF COMPLIANCE

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by these regulations during the preceding weekly payroll period. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages and shall be in the following form:

WEEKLY STATEMENT OF COMPLIANCE

Date _____

I, _____
(Name of Signatory)
_____ hereby state:
(Title)

(1) That I pay or supervise the payment of the persons employed by _____

(Contractor or Subcontractor)
on the _____; that
(Building or Work)
during the payroll period commencing on the _____ day of _____, 20____
and ending on the _____ day of _____, 20____, all persons employed
on said project have been paid the full weekly wages earned, that no rebates have been or
will be made either directly or indirectly to or on behalf of said _____
from the full weekly wages earned by any

(Contractor or Subcontractor)
person, other than permissible deductions as defined in regulations, Part 3, CFR Part 3),
issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63
Stat. 108, 72 Stat. 967; 76 Stat. 537; 40 U.S.C. 276c), as described below:

(Paragraph describing deductions, if any)

(2) That any payrolls otherwise under this contract required to be submitted for the
above period are correct and complete; that the wage rates for laborers or mechanics
contained therein are not less than the applicable wage rates contained in any wage
determination incorporated into the contract; that the classifications set forth therein for
each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona
fide apprenticeship program registered with a State Apprenticeship and Training Agency
recognized by the Bureau of Apprenticeship and Training; United States Department of
Labor, or if no such recognized agency exists in a State, are registered with the Bureau of
Apprenticeship and Training, United States Department of Labor.

Signature and Title

Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal
Procedure) shall apply to such statement as provided at 72 Stat. 967 (18 U.S.C. 1001),
among other things, provides that whoever knowingly and willfully makes or uses a
document or fraudulent statement of entry, in any manner within the jurisdiction of any

department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

- (c) The requirements of this section shall not apply to any contract of \$2,000 or less.
- (d) Upon a written finding by the head of a Federal Agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

Section 3.4: SUBMISSION OF WEEKLY STATEMENTS AND THE PRESERVATION AND INSPECTION OF WEEKLY PAYROLL RECORDS

- (a) Each weekly statement required under Section 3.3 shall be delivered by the contractor or subcontractor within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work; or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
- (b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative and by authorized representatives of the Department of Labor.

Section 3.5: PAYROLL DEDUCTIONS PERMISSIBLE WITHOUT APPLICATION TO OR APPROVAL OF THE SECRETARY OF LABOR

Deductions made under the circumstances of in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor.

- (a) Any deduction made in compliance with the requirements of Federal, State or local law, such as Federal or State withholding income taxes and Federal Social Security Taxes.
- (b) Any deduction of sums previously paid to the employees as a bona fide

prepayment of wages when such pre-payment is made without discount or interest.

- (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exist.
- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representative of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness or disability or for insurance to provide any of the foregoing or unemployment benefit, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents. Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) It is either: (i) Voluntarily consented to by the employee in writing in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments; provided, however, that collective bargaining agreement between the contractor or subcontractor and representatives of its employees for such deductions and the deductions are not otherwise prohibited by law.

- (i) Any deduction not more than for the "reasonable cost" of board, lodging or other facilities meeting the requirements of Section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

Section 3.6: PAYROLL DEDUCTIONS PERMISSIBLE WITH THE SECRETARY OF LABOR

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section 3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuation, or (2) provided for a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

Section 3.7: APPLICATIONS FOR APPROVAL OF THE SECRETARY OF LABOR

Any application for the making of payroll deduction under Section 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Section 3.6. The affirmation shall be accompanied by full statement of the facts indicating such compliance.



(d) The application shall include a description of the proposed deduction, the purpose to be served thereby and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8: ACTION BY THE SECRETARY OF LABOR UPON APPLICATIONS

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Section 3.6; and shall notify the applicant in writing of his decision.

Section 3.9: PROHIBITED PAYROLL DEDUCTION

Deductions not elsewhere provided for by this part and which are not found to be permissible under Section 3.6 are prohibited.

Section 3.10: METHODS OF PAYMENT OF WAGES

The payment of wages shall be by cash, negotiable instruments payable on demand or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11: REGULATIONS PART OF CONTRACT

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Section 5.5(a) of this subtitle.

F. Ray Marshall
Secretary of Labor

FORM OF CONTRACT

Page 1 of 5

THIS AGREEMENT, made this _____ day of December in the year Two Thousand and Fourteen by and Between:
To be Announced

() A state corporation organized and existing under the laws of the State of _____

() A partnership consisting of:

() An individual trading as _____

Hereinafter called the "Contractor" and Suffolk Redevelopment and Housing Authority hereinafter called the "Local Authority"

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

Article 1. STATEMENT OF WORK

The Contractor shall furnish all labor, supervision, equipment, materials, incidentals, and services and to perform and complete all work for the:

Siding Metal Flashing Installation and Repairs at, Hoffer Apartments, as described in the Project Bid Manual described in Article 4, below"

FORM OF CONTRACT

Page Two of Five

Article 2: THE CONTRACT PRICE

The Authority shall pay the Contractor for the performance of the Contract in current funds, subject to additions and deductions that both parties agree to for the work as provided in the TECHNICAL SPECIFICATIONS, the sum of \$ XXXXX.00

All payments under this contract shall be made at the Offices of the Authority as follows: Monthly draws as submitted and approved by the Authority.

A Five (5) Percent Retention will be applied.

Article 3: THE COMPLETION DATE

The Contractor agrees to Substantially Complete the work within 30 Working days of the Notice To Proceed order start date and Finally Complete the work within 3 working days after Substantial Completion.

Article 4: CONTRACT DOCUMENTS

This contract shall consist of the following component parts.

- a. This instrument
- b. Signed Bid
- c. Documents and Obligations set forth in the Project Manual, Hoffler Siding Project", dated September, 2014)
- d. Technical Specifications in the Project Manual

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

FORM OF CONTRACT
Page Three of Five

Article 5: TERMINATION FOR CONVENIENCE OF LOCAL AUTHORITY

The Local Authority may terminate this contract with thirty (30) days notice in writing from the Local Authority to the Contractor. If the Contract is terminated by the Local Authority as provided in this Article, the Contractor will be paid for all work completed to the satisfaction of the Local Authority up to the date of termination.

Article 6: HOLD HARMLESS

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

FORM OF CONTRACT
Page Four of Five

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in three (3) original counterparts the day and year first above written.

XXXXX Construction Company
(Contractor)

Attest:

(DATE)

By: _____

Title: _____

Street: _____

City: _____

State: _____

ZIP: _____

**Suffolk Redevelopment and Housing
Authority**

By: _____

Title: Board Chairman
Street: 530 East Pinner Street
City: Suffolk, Virginia 23434

FORM OF CONTRACT

Page Five of Five

CERTIFICATIONS:

I, _____ (Name of President/Owner _____), certify that I am the
_____ President/Owner _____ of the corporation

named as Contractor herein; that

_____ (Person Signing) _____, who signed this

Contract on behalf of the Contractor, was then

_____ (Vice President, Estimator, Staff Person) _____
of said corporation;

that said Contract was duly signed for and in behalf of said corporation by authority of its
governing body, and is within the scope of its corporate powers.

(Corporate Seal)

