

**IFB 2020-11**

**INVITATION FOR BIDS**

**Solid Waste Collection & Removal Services**

**PORTSMOUTH**  
REDEVELOPMENT & HOUSING AUTHORITY

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3116 South Street  
Portsmouth, VA 23707

Delores F. Adams  
Director of Procurement

ISSUED  
July 20, 2020

The Portsmouth Redevelopment and Housing Authority is an Equal Opportunity Agency. Small, Minority and Women-Owned businesses are encouraged to apply.



**IFB 2020-11 Solid Waste Collection & Removal Services**  
**Bid Due: August 20, 2020 at 3:00 p.m.**

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**IFB 2020-11 Solid Waste Collection & Removal Services  
Bid Due: August 20, 2020 at 3:00 p.m.**

**IFB 2020-11  
SOLID WASTE COLLECTION AND REMOVAL SERVICES**

The Portsmouth Redevelopment and Housing Authority (Authority) will receive electronic bids through eVA, the Commonwealth of Virginia eProcurement website, for Solid Waste Collection and Removal Services for Authority properties located in Portsmouth, Virginia until **3:00 P.M., Local Prevailing Time, on Thursday, August 20, 2020.**

The IFB can be assessed through eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov) and the Authority website at [www.prha.org](http://www.prha.org). **A virtual pre-bid conference will be held via Microsoft Teams at 10:00 a.m. on Wednesday, July 29, 2020. Interested firms must contact Delores Adams at [dadams@prha.org](mailto:dadams@prha.org), to request meeting information.**

Interested firms must submit their sealed bid, with the items listed in the Bid Checklist, through eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov) on the due date. eVA will not accept late Bids.



Small, Minority and Women-Owned businesses are encouraged to apply

**PORTSMOUTH REDEVELOPMENT  
AND HOUSING AUTHORITY**

Delores Adams  
Director of Procurement

July 20, 2020



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**Bids received in eVA after the date and time, via Facsimile, Mail or E-mail will not be considered.** Portsmouth Redevelopment and Housing Authority (Authority) is not responsible for delays in access to eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov), unless the system is down as confirmed by the Commonwealth of Virginia. **It is the sole responsibility of the bidder to ensure that its bid reaches eVA by the designated date and hour.** The official time used in the receipt of bids is that time shown by eVA.

All requests for interpretation of specifications shall be by written request, sent via facsimile to (757) 399-8697 or email to [dadams@prha.org](mailto:dadams@prha.org). Any changes to this bid document will be issued as addenda, and will be on file in Procurement until bids are opened. All such addenda will become part of the contract and all Bidders will be bound by such addenda, whether or not received by the Bidder. **Written questions must be submitted five (5) days prior to the closing date of the bid.**

This form must be signed, as well as subsequent addenda, and all pages uploaded to eVA. All signatures must be original and not photocopies.

In compliance with this Invitation for Bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within one hundred twenty (120) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein.

The undersigned certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

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

Federal Tax ID: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

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

**Delores F. Adams**  
**Director of Procurement**

**July 20, 2020**



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**BIDDERS CHECKLIST**

Bidders are encouraged to complete the following checklist and submit it with your bid so the Authority may evaluate your submission. Failure to sign your bid by an individual authorized to commit your firm to the bid will render the bid as non-responsive, and it will not be considered. Failure to submit a document specified in the bid as listed below is curable if done within the timeframe specified upon our notice to you.

<u>Item</u>	<u>Initials</u>
1. This Checklist	_____
2. Signed Bid Form – <b>Attachment 1</b>	_____
3. Certifications and Representations and Statement of Bidders Form HUD Form 5369-A – <b>Attachment 2</b>	_____
4. Bid Bond or Certified Check - <b>Attachment 3</b>	_____
5. Proposed Subcontractor List – <b>Attachment 4</b>	_____
6. Form of Non-Collusive Affidavit - <b>Attachment 5</b>	_____
7. Minority and Women-Owned Business Participation Commitment Form – <b>Attachment 6</b>	_____
8. Section 3 Business Certification & Strategy – <b>Attachment 7</b>	_____
9. Statement of Bidders Qualifications - <b>Attachment 8</b>	_____
10. Authorization for Verification of References – <b>Attachment 9</b>	_____
11. PRHA Conflict of Interest Statement – <b>Attachment 10</b>	_____
12. Experience Form – <b>Attachment 11</b>	_____
13. IRS W-9 Form – <b>Attachment 12</b>	_____
14. Copy of State and Local Licenses – <b>Attachment 13</b>	_____



## IFB 2020-11 Solid Waste Collection & Removal Services

**Bid Due: August 20, 2020 at 3:00 p.m.**

**PROCEDURE:** Bidders must submit proposed pricing where provided on the Form of Bid only! While it is not mandated that you visit the sites listed in Attachment 16, “Location of Dumpsters”, in order to be a responsive Bidder, it is imperative that you ascertain the conditions in which this contract will be performed. The Authority will not entertain any claims as a result of not having done so.

A virtual pre-bid conference will be held via Microsoft Teams at 10:00 a.m. on Wednesday, July 29, 2020. Interested firms must contact Delores Adams at [dadams@prha.org](mailto:dadams@prha.org), to request meeting information by 5:00 p.m. on Tuesday, July 28<sup>th</sup>. All bids shall be submitted via eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov), by 3:00 p.m. on Thursday, August 20, 2020.

1.0 **THE AUTHORITY CONTACT:** All questions pertaining to this IFB must be in writing and addressed to Ms. Delores Adams (hereinafter, the Contracting Officer or CO), FAX: 757-399-8697; e-mail: [dadams@prha.org](mailto:dadams@prha.org). No oral interpretations will be made to any Bidder on the meaning of the Specifications. Every request for an interpretation shall be made in writing.

1.1 All clarifications and interpretations will be disseminated to each prospective bidder in writing. Any modifications to the solicitations will be in the form of an addendum and will be disseminated to each prospective bidder. All such addenda shall become a part of the contract and all Bidders shall be bound by such addenda, whether or not received by the Bidders;

1.2 The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specification of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement

### 2.0 **STATEMENT OF WORK:**

The Authority is seeking one or more qualified firms with at least three (3) or more years of experience servicing multifamily housing to provide solid waste collection and removal services for properties owned and/or managed by PRHA. The work specified herein will be completed on a scheduled basis. The Contractor shall provide the labor, cartage, other equipment and facilities necessary to provide collection services to remove and dispose of solid waste at specified locations as shown in **ATTACHMENT 16, “Location of Dumpsters”**, at a legally established landfill or other disposal location, abiding by all rules and regulations pertaining to the disposal of solid waste. All containers shall be emptied according to the schedule. Remediation for any containers missed or not dumped, shall occur within four (4) hours of notification by Authority personnel.



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Community	Address	Contact
Phoebus Square	606 Phoebus Street	Mr. Jeff Moss
Westbury Cottages	606 Phoebus Street	Ms. Vernice Crocker
Hamilton Place I and II	1025 Patriot Way	Ms. Victoria Sledge
Seaboard Square I and II	2847 Berkley Avenue	Ms. Layla Jimenez-Slade
Hope Village	606 Phoebus Street	Ms. Vernice Crocker
Dale Homes I & II	1729 Columbus Avenue	Mr. Edward Porter
Swanson Homes	1746 South Street	Ms. Ardelle Wright-Scott
Central Maintenance Compound	1729 Columbus Avenue	Mr. Edward Porter
PRHA Administrative Office	3116 South Street	Mr. Bill Cobb
Lexington Place (Under Construction)	218 Paul Revere Drive	Mr. Rodney Purvis

## 2.1 Definition of Terms:

- 2.1.1 Whenever in these specifications the term Solid Waste is used, it shall include any putrescible and non-putrescible solid waste.
- 2.1.2 Whenever in these specifications, the word Container is used, it shall mean any standard container engineered and manufactured to be used by any fork-type front end loader. It will include 95 gallons and 2, 4, 6, 8 and 30 cubic yard sizes.

## 2.2 Loading and Cleanliness of Containers

The Solid Waste to be collected or removed shall be placed by the Authority or its agents in the containers located in designated loading areas from which the Contractor will load its trucks. The Contractor shall be responsible for broom cleaning and removal of spillage occurring during loading and removal of rubbish from the loading area. The Contractor shall maintain the containers in loading sites in a sanitary condition and shall steam clean designated containers at the beginning of the Contract period, to be completed within thirty (30) days, and again annually on the seventh (7<sup>th</sup>) month of the Contract period, to be completed within thirty (30) days. Contractor will notify the Authority in writing when steam cleaning will commence and arrange for inspection by Authority upon completion of cleaning of each dumpster. The Contractor shall clean up any spillage that surrounds the dumpster regardless of its source. This does not include bulk trash items such as furniture.

Designated Containers shall be interpreted as meaning all dumpsters noted on the **ATTACHMENT 16**, "Location of Dumpsters".

## 2.3 Days of Service

Solid Waste collection and removal service shall be provided by the Contractor on **Monday through Friday from 7:15 a.m. to 4:15 p.m.**, as required by the applicable schedule or as required by the Authority. The Contractor shall not work



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outside the regular hours, Saturdays, Sundays or holidays without prior approval of the Authority. Twenty-four (24) hours' notice is required.

## **2.4 Solid Waste Collection Schedule**

The Contractor will establish and provide to the Authority a schedule delineating the routine days for Solid Waste collection. This schedule will reflect the appropriate service days as delineated on the Bid Form. If the scheduled collection day is a holiday, and the Contractor has not received prior approval to work on that holiday, the collection will occur on the next business day following the regular scheduled collection day.

### **2.4.1 Extra Collections**

As directed by the Authority, the Contractor agrees to make extra collections for which the Authority will reimburse the Contractor according to the Bid Price Schedule. Extra collections will be made by the Contractor within four hours after notification by the Authority and subject to all provisions of the Specifications. All extra collection services will be performed at the same rate as a regularly scheduled collection services.

## **2.5 Type and Quantity of Collection Trucks**

The Contractor's Collection Trucks shall be of the Packer body type, including mechanical and hydraulic systems for forklift type unloading of containers. The Packer body shall be fully enclosed and leak proof. The Contractor will provide and demonstrate the availability of sufficient back-up capability, collection trucks and manpower to meet the frequency and quantity of service as required by the applicable schedule.

## **2.6 Damaged Containers**

All containers damaged by the Contractor shall be replaced or repaired by the Contractor within 24 hours after report of such damage, at the Contractor's expense. The Authority will determine the need for repair by the Contractor of any dumpsters damaged by the Contractor's vehicles. Any other damage that may be inflicted (i.e. damage from another vehicle other than the Contractor's) should be apparent and not assessed against the Contractor. In addition, a preliminary assessment will be conducted prior to the commencement of this Contract to determine the existing conditions of the dumpsters to be serviced.

## **2.7 Property Damage**

All property damaged by the Contractor in the normal course of doing business shall be repaired by the Contractor at his expense and within two working days unless otherwise authorized by the Authority.

## **2.8 Inspection**

The Authority will make general inspections to assure compliance of the contract and the condition of each site; however this process shall not relieve the Contractor of the responsibility for the proper execution of the work in accordance with





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Specifications. The Contractor shall furnish the Authority with information relating to the service hereto which the Authority may request.

## **2.9 Changes in Required Service**

The Contractor shall provide service at all locations as per applicable schedule and on a regular basis. At some future time, should it be deemed by the Authority that more or less containers or different size containers are required, then the amount of the contract shall be adjusted to reflect the addition, deletion or change in size of containers. No adjustments will be made without the express written permission of the Authority. In addition, required service may be modified as the Authority add or remove properties. The amount of the contract shall be adjusted to reflect changes.

## **2.10 Contractor's Personnel**

The Contractor shall assign a competent representative to represent the Contractor in all correspondence and communication with the Authority. This contact person must be identified at the time of contract award. The Contractor's employees shall each possess a valid Operator's License for the type of vehicle they operate. The wages of all employees of the Contractor shall equal or exceed the minimum hourly wages prescribed by Law and no person shall be denied employment or dismissed by the Contractor for reasons contrary to the Law. The Contractor will comply with Workman's Compensation Act of Virginia.

## **2.11 Availability of Contractor After Work Hours**

The Contractor shall designate a representative and furnish a telephone number at which the representative may be contacted any time after normal working hours. This representative shall be empowered and authorized to provide such personnel and equipment as may be required to remedy emergency situations which may develop after normal working hours or on weekends and holidays at the direction of the Authority.

## **2.12 Current Contractor**

The current contractor is Bay Disposal and Recycling from Norfolk, Virginia.

## **2.13 Term of Contract**

The Contract shall be for a period of one year. The Authority shall have the option, to be exercised within its sole discretion, to renew this Contract for up to four additional one year periods. Should the Authority desire to terminate this contract at the end of one year, a 30-day prior notification shall be sent to the Contractor.



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### **2.14 CONTRACTOR REQUIREMENTS**

- 2.14.1 Contractor shall provide all labor, supervision, tools, materials, supplies and transportation for solid waste collection and removal services;
- 2.14.2 The Contractor shall be in good financial standing, not in any form of bankruptcy; current in payment of all taxes and fees and have no financial difficulties that prevent its company from fulfilling its contractual obligations;
- 2.14.3 The Contractor(s) shall take all steps necessary to prevent damage to dumpster enclosures and other property;
- 2.14.4 The Contractor(s) shall be responsible for ensuring they have the necessary trucks and/or equipment to service all dumpsters on Authority properties at no additional cost;
- 2.14.5 Any damages to property caused by the Contractor shall be repaired at no additional cost to the Authority;
- 2.14.6 The Contractor shall immediately notify PRHA representative of any adverse conditions;
- 2.14.7 Work shall be performed during the hours of 7:15 a.m. and 4:15 p.m., unless otherwise arranged with Authority staff;
- 2.14.8 The Contractor shall appoint a dedicated project manager. The direct phone number, fax, and email information shall be provided to the Authority site staff;
- 2.14.9 Work shall be performed by competent persons, employed by the Contractor, and familiar with the specific equipment required for their specific duties. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions in connection with the work;
- 2.14.10 Contractor's employees shall wear uniforms or some form of identification, that bears company name/logo, at all times;
- 2.14.11 The Contractor is responsible for controlling the conduct of its employees assuring that its employees are not boisterous or rude; use obscene or profane language, and assuring that they are not engaging in any destructive or criminal activity;



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## 2.15 STANDARDS OF PERFORMANCE

2.15.1 The Contractor shall ensure adherence to all applicable federal, state and local laws, ordinances, rules and regulations;

2.15.2 The Contractor shall have available a Customer Service program that provides assistance with service, billing or routine questions. The Customer Service program shall provide a local contact number during normal business hours;

2.15.3 The Contractor shall have an industry-approved quality assurance (QA) program in place for all services. The QA program shall ensure successful completion of work;

2.15.4 The Contractor must operate a licensed business and be qualified to do business in the City of Portsmouth and the Commonwealth of Virginia.

3.0 **APPLICABILITY:** By submitting a bid to the Authority, the firm or individual doing so (hereinafter, “the bidder”) is automatically agreeing to abide by all terms and conditions listed herein, including those terms and conditions within the HUD documents, including but not limited to, *HUD-5370C1&2 General Conditions for Non-Construction Contracts* which is attached hereto.

## 4.0 INVOICES

The contractor agrees to accept an Authority contract and abide by the specifications listed herein and with the stated terms and conditions. ALL PRICING provided in the Bid will be firm for a period of no less than 120-days from the date of Bid submission. It will be assumed that ALL items are included unless the firm supplies an exception list attached to their Bid.

4.1 Separate invoices shall be prepared for each property location serviced on a monthly basis, for the previous month’s fees, referencing the correct contract number;

4.2 Invoices shall not exceed the agreed prices set forth in Form of Bid of this solicitation as proposed by the contractor and set forth in the contract or as modified in writing by the Authority.

4.3 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.



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- 5.0 **THE AUTHORITY RESERVATION OF RIGHTS:** The Authority reserves the right to:
- 5.1 Reject any or all bids, to waive any informalities in the IFB process, or to terminate the IFB process at any time, if deemed by the Authority to be in the best interest of the Authority;
  - 5.2 Terminate a contract awarded pursuant to this IFB at any time for its convenience upon delivery of a 30-day written notice to the apparent or successful bidder;
  - 5.3 Determine the days and hours that the successful bidder shall provide the items or services called for in this IFB;
  - 5.4 Reject and not consider any bid that does not, in the opinion of the CO, meet the requirements of this IFB, including but not necessarily limited to incomplete bids offering alternate (not including “or equal” items) or non-requested items or services.
- 6.0 **BIDDER’S RESPONSIBILITY:** Each bidder must carefully review and comply with all instructions provided herein, provided within any named attachments.
- 6.1 Bids may be withdrawn in writing if such request for withdrawal is received by the Authority prior to the time fixed to the bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of this bid after such bid has been opened;
  - 6.2 Each person submitting a bid for work shall submit a signed Certifications and Representations of Bidders, Form HUD-5369-A;
  - 6.3 Each person submitting a bid for work contemplated by the Invitation for Bid documents shall execute an affidavit, in the form provided by the Authority, and to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid;
- 7.0 **DEADLINE:** Each bidder shall submit his/her proposed costs, prior to the posted deadline, of **3:00 p.m. on Thursday, August 20, 2020.**
- 8.0 **HOLD PRICES/NON-ESCALATION:** By submitting a bid, and whereas the bid sum submitted is a firm-fixed bid, each bidder thereby agrees to “hold” or not increase the proposed bid prices during the term of the work.
- 9.0 **CONTRACT:** The contract will be awarded to the lowest responsive and responsible bidder who complies with the conditions of the Invitation for Bids and the Contract Documents, provided the bid is reasonable and it is to the best interest of the Authority to accept it. The Bidder to whom the award will be made will be notified at the earliest practicable date following the bid opening. The Authority reserves the right to reject any



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and all bids and to waive any informality in bids received whenever such action is in the best interest of the Authority.

The Contract term will be for up to five (5) years; base year plus four (4) one-year options at the Authority's sole discretion. The contractor will be notified within thirty (30) days prior to the end of the contract whether an option year will be exercised, or not. The contractor shall be obligated by bid submission for the base year and each option year. Any and all changes to the Contract must be executed by a "formal change modification" which shall be issued by the Deputy Executive Director or Director of Procurement. Any other directives you or your personnel may receive from individuals other than the Deputy Executive Director or Director of Procurement will be considered invalid and will not be compensable.

- 10.0 **INVALID OR ALTERNATE BIDS:** Failure to complete and submit all required information, or to add any additional requirements not acceptable to the Authority, may invalidate the bid submitted. Furthermore, the Authority shall reserve the right to reject, without consideration, alternate bids, meaning those that do not meet the requirements of this IFB.
- 11.0 **BID COSTS:** There shall be no obligation for the Authority to compensate any bidder or prospective bidder for any costs that he/she may incur in responding to this IFB.
- 12.0 **SHIPPING COSTS:** Each bid sum submitted shall include completion of the specified services at the Authority site or location, as specified within this IFB or on the Contract issued.
- 13.0 **ASSIGNMENT OF PERSONNEL:** The Authority shall retain the right to demand and receive a change in personnel assigned by the successful bidder to provide services to the Authority if the Authority believes that such change is in the best interest of the Authority and the completion of the work or provision of the items.
- 14.0 **UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the ensuing contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Authority.
- 15.0 **LICENSING AND INSURANCE REQUIREMENTS:** The Contractor shall maintain adequate liability insurance, which shall protect, indemnify and hold harmless the Portsmouth Redevelopment and Housing Authority and its officials from all suits and actions of every kind and description arising and injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The Contractor shall furnish proof of said insurance within five (5) days of notice of apparent low bidder. The Authority shall be named as an additional insured on the general liability policy. **Prior to award**, the



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*successful bidder* will be required to provide:

- 15.1** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount;
- 15.2** An original certificate evidencing General Liability coverage, naming the Authority as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Authority as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
- 15.3** An original certificate showing the bidder's automobile insurance coverage in a combined single limit for Liability and Uninsured Motorist of \$1,000,000 each. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000;
- 15.4** Products and Completed operations insurance shall be maintained for a minimum period of one (1) year after final payment and Contractor shall continue to provide evidence of such coverage to Owner and an annual basis during the aforementioned period.
- 15.5** Property Damage Liability Insurance shall include coverage for the following hazards: C (Collapse).
- 15.6** Contractual Liability (Hold Harmless Coverage):
  - 15.6.1 Bodily Injury: \$1,000,000 Each Occurrence
  - 15.6.2 Property Damage: \$1,000,000 Each Occurrence
- 15.7** A copy of the bidder's business license allowing that entity to provide such services within the jurisdiction of Portsmouth, Virginia;
- 15.8** A copy of the bidder's license issued by the Commonwealth of Virginia or State licensing authority licensing authority allowing the bidder to provide the services detailed herein.



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## 16.0 PROTEST PROCEDURES

- 16.1 Who May File:** Any actual or prospective Bidder/Offeror to a PRHA solicitation whose direct economic interest would be directly affected by the award of the contract, may protest a solicitation or a contract award only for alleged material violations of the principles of the PRHA Procurement Policy; HUD procurement regulations; and applicable Federal, State and local laws. The written protest shall include the basis for the protest and the relief sought. Solicitation documents shall set forth PRHA's protest rights.
- 16.2 Filing Deadline:** A protest against a solicitation must be received from the prospective Bidder/Offeror before the due date for receipt of bids or proposals. A protest against the award of a contract or cancellation of a solicitation must be received within ten (10) calendar days after notice of contract award or announcement of the decision to award or notice of cancellation of a solicitation, whichever comes first. Any protest which is not made within the specified time limit will not be considered.
- 16.3 Filing Procedure:** All protests shall be in writing, submitted to the Contracting Officer or designee.
- 16.4 Contracting Officer's Decision:** The Contracting Officer shall conduct an investigation as appropriate, and shall issue a written decision on the matter after reviewing all relevant information, within ten (10) days. The Contracting Officer's decision shall inform the protester of any appeal rights within PRHA. An award need not be delayed for the period allowed a bidder or Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.
- 16.5 Contract Claims:** All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer or designee. The Contracting Officer shall conduct an investigation as appropriate, and shall issue a written decision on the matter expeditiously after reviewing all relevant information. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of any appeal rights to the Executive Director
- 16.6 Appeal Rights:** A decision to award may be appealed through an Administrative Appeals procedure which shall provide for a:
- 16.6.1 Hearing before a disinterested person or panel;
  - 16.6.2 Opportunity to present pertinent information;
  - 16.6.3 Issuance of a written decision containing findings of fact.



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The disinterested person or panel shall not be an employee of the governmental entity against whom the claim has been filed. The findings of fact shall be final and conclusive and shall not be set aside unless the same are (a) fraudulent, arbitrary or capricious; (b) so grossly erroneous as to imply bad faith; or (c) in the case of denial of prequalification, the findings were not based upon the criteria for denial of prequalification set forth in subsection B of §2.2-4317 of the Virginia Public Procurement Act. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely manner.

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

- 16.7 Deadline for Appeal:** All such appeals must be submitted by the contractor in writing within fourteen (14) calendar days from the date of the Contracting Officer's decision.
- 16.8 Appeal to HUD:** HUD will only review protests in cases of violations of Federal law or regulations and failure of PRHA to review a complaint or protest.





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**17.0 DOCUMENTS THAT APPLY TO THIS IFB:**

- 17.1** Bid Checklist;
- 17.2** Form of Bid w/Price List;
- 17.3** Representations, Certifications, and Statements of Bidders, Form HUD-5369-A;
- 17.4** Form of Bid Bond;
- 17.5** Proposed Subcontractor List;
- 17.6** Form of Non-Collusive Affidavit (Bidder & Subbidder);
- 17.7** Minority and Women-Owned Business Participation Commitment Form;
- 17.8** Section 3 Strategy and Certification;
- 17.9** Statement of Bidder's Qualifications;
- 17.10** Authorization for Verification of References
- 17.11** PRHA Conflict of Interest Statement;
- 17.12** Experience Form;
- 17.13** IRS W-9 Form;
- 17.14** Form of Contract;
- 17.15** Form of Performance and Payment Bond;
- 17.16** PRHA "Location of Dumpsters" Listing;
- 17.17** Instructions to Bidders, Form HUD-5369;
- 17.18** General Conditions, Form HUD-5370 C1;
- 17.19** The Authority reserves the right to require the successful bidder/contractor to utilize any form required by HUD to complete the required work and by submitting his/her bid each contractor agrees to do so at no additional charge.



**IFB 2020-11 Solid Waste Collection Removal Services**  
**Bid Due: August 6, 2020 at 3:00 p.m.**

**ATTACHMENT 1 - FORM OF BID**

**BID FOR: SOLID WASTE COLLECTION REMOVAL SERVICES**

Portsmouth Redevelopment and Housing Authority  
Procurement Office  
3116 South Street  
Portsmouth, Virginia 23704

Gentlemen:

1. The undersigned, having familiarized himself or themselves with the job site conditions affecting the cost of the work, and with the Specifications (including the Instructions to Bidders, Form of Invitation for Bids, this bid, the Form of Bid Bond, the Form of Non-Collusive Affidavit, the Form of Contract, the Form of Performance and Payment Bond or Bonds, the General Conditions, and the General Scope of Work) and Addenda, if any thereto, as prepared by and on file in the offices of the Portsmouth Redevelopment and Housing Authority, hereby proposes to furnish all labor, materials, equipment and services required to perform said work for the following BID PRICES for the Base Year and Option Years 1 – 4.

2. In submitting this bid, it is understood that the right is reserved by the Portsmouth Redevelopment and Housing Authority to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.

3. The Contracting Officer may waive minor informalities or allow the bidder to correct them depending on which action is in the best interest of the housing authority. Minor informalities are matters of form rather than substance, evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to the other bidders: That is; the effect on price, quantity, quality, delivery, or contractual conditions is negligible.

4. Bid Guarantee in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in the form of \_\_\_\_\_ is submitted herewith in accordance with the Specifications.

5. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.

6. The Bidder represents that he ( ) has, ( ) has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, 11114, 11246, or the Secretary of Labor; that he ( ) has, ( ) has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract award. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)



7. Certification of Nonsegregated Facilities. By signing this bid, the Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" 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 which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward a notice to his proposed subcontractors as provided in the Instructions to Bidders.

8. The bidders hereby acknowledge receipt of Addendum Numbers \_\_\_\_\_, and declares that he has notified all sub-bidders of the existence of same.

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

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Name of Bidder

Official Address:

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

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

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



**Base Year**

Bid Item	Location	Dumpster Size Cubic Yards (CY)	Unit Price per can per dump (A)	Number Dumpsters	Cost per Visit [(A)x(B)]	Number of Dumps/Week (C)	Weekly Total [Cost per Visit x (C)]	Yearly Total [Weekly Total x 52]
1.	Central Maintenance	8 CY 30 CY	\$ \$	1 1	\$ \$	2 As Needed	\$ \$	\$ \$
2.	Hope Village	8 CY	\$	2	\$	3	\$	\$
3.	Phoebus Square	2 CY	\$	6	\$	3	\$	\$
4.	Hamilton Place I & II	8 CY	\$	4	\$	3	\$	\$
5.	Seaboard Square	8 CY	\$	6	\$	3	\$	\$
6.	PRHA Admin. Office	8 CY	\$	1	\$	2	\$	\$
7.	Dale Homes I & II	8 CY 6 CY	\$ \$	8 1	\$ \$	3 3	\$ \$	\$ \$
8.	Swanson Homes	8 CY	\$	2	\$	2	\$	\$
9.	Westbury Cottages	95 Gal	\$	16	\$	1	\$	\$
10	Lexington Place (Under Construction)	8 CY	\$	3	\$	3	\$	\$
	<b>TOTAL</b>				\$		\$	\$

**Base Year Additional Unit Prices**

The Authority may be interested in leasing containers at supplement existing stock. Price should be for container only. Fee for services is addressed in Item 2.6 under Scope of Services. Also, the Authority may request an additional pickup during peak periods with a heavier than usual volume of trash. The unit pricing below should remain in effect throughout the duration of the contract.

Item #1 – Lease price for 8 cubic yard container \$ \_\_\_\_\_ per month

Item #2 – Lease price for 6 cubic yard container \$ \_\_\_\_\_ per month.

Item #3 – Lease price for 2 cubic yard container \$ \_\_\_\_\_ per month

Item #4 – Lease price for 30 cubic yard container \$ \_\_\_\_\_ per month

Item #5 - Lease price for 95-gallon container \$ \_\_\_\_\_ per month

Item #6 – Additional pickup \$ \_\_\_\_\_ each



**OPTION YEAR 1**

Bid Item	Location	Dumpster Size Cubic Yards (CY)	Unit Price per can per dump (A)	Number Dumpsters	Cost per Visit [(A)x(B)]	Number of Dumps/Week (C)	Weekly Total [Cost per Visit x (C)]	Yearly Total [Weekly Total x 52]
1.	Central Maintenance	8 CY 30 CY	\$ \$	1 1	\$ \$	2 As Needed	\$ \$	\$ \$
2.	Hope Village	8 CY	\$	2	\$	3	\$	\$
3.	Phoebus Square	2 CY	\$	6	\$	3	\$	\$
4.	Hamilton Place I & II	8 CY	\$	4	\$	3	\$	\$
5.	Seaboard Square	8 CY	\$	6	\$	3	\$	\$
6.	PRHA Admin. Office	8 CY	\$	1	\$	2	\$	\$
7.	Dale Homes I & II	8 CY 6 CY	\$ \$	8 1	\$ \$	3 3	\$ \$	\$ \$
8.	Swanson Homes	8 CY	\$	2	\$	2	\$	\$
9.	Westbury Cottages	95 Gal	\$	16	\$	1	\$	\$
10	Lexington Place (Under Construction)	8 CY	\$	3	\$	3	\$	\$
	<b>TOTAL</b>				\$		\$	\$

**Option Year 1 Additional Unit Prices**

The Authority may be interested in leasing containers at supplement existing stock. Price should be for container only. Fee for services is addressed in Item 2.6 under Scope of Services. Also, the Authority may request an additional pickup during peak periods with a heavier than usual volume of trash. The unit pricing below should remain in effect throughout the duration of the contract.

Item #1 – Lease price for 8 cubic yard container \$ \_\_\_\_\_ per month

Item #2 – Lease price for 6 cubic yard container \$ \_\_\_\_\_ per month.

Item #3 – Lease price for 2 cubic yard container \$ \_\_\_\_\_ per month

Item #4 – Lease price for 30 cubic yard container \$ \_\_\_\_\_ per month

Item #5 - Lease price for 95-gallon container \$ \_\_\_\_\_ per month

Item #6 – Additional pickup \$ \_\_\_\_\_ each



**OPTION YEAR 2**

Bid Item	Location	Dumpster Size Cubic Yards (CY)	Unit Price <u>per</u> <u>can per dump</u> (A)	Number Dumpsters	Cost per Visit [(A)x(B)]	Number of Dumps/Week (C)	Weekly Total [Cost per Visit x (C)]	Yearly Total [Weekly Total x 52]
1.	Central Maintenance	8 CY 30 CY	\$ \$	1 1	\$ \$	2 As Needed	\$ \$	\$ \$
2.	Hope Village	8 CY	\$	2	\$	3	\$	\$
3.	Phoebus Square	2 CY	\$	6	\$	3	\$	\$
4.	Hamilton Place I & II	8 CY	\$	4	\$	3	\$	\$
5.	Seaboard Square	8 CY	\$	6	\$	3	\$	\$
6.	PRHA Admin. Office	8 CY	\$	1	\$	2	\$	\$
7.	Dale Homes I & II	8 CY 6 CY	\$ \$	8 1	\$ \$	3 3	\$ \$	\$ \$
8.	Swanson Homes	8 CY	\$	2	\$	2	\$	\$
9.	Westbury Cottages	95 Gal	\$	16	\$	1	\$	\$
10	Lexington Place (Under Construction)	8 CY	\$	3	\$	3	\$	\$
	<b>TOTAL</b>				\$		\$	\$

**Option Year 2 Additional Unit Prices**

The Authority may be interested in leasing containers at supplement existing stock. Price should be for container only. Fee for services is addressed in Item 2.6 under Scope of Services. Also, the Authority may request an additional pickup during peak periods with a heavier than usual volume of trash. The unit pricing below should remain in effect throughout the duration of the contract.

Item #1 – Lease price for 8 cubic yard container \$ \_\_\_\_\_ per month

Item #2 – Lease price for 6 cubic yard container \$ \_\_\_\_\_ per month.

Item #3 – Lease price for 2 cubic yard container \$ \_\_\_\_\_ per month

Item #4 – Lease price for 30 cubic yard container \$ \_\_\_\_\_ per month

Item #5 - Lease price for 95-gallon container \$ \_\_\_\_\_ per month

Item #6 – Additional pickup \$ \_\_\_\_\_ each



**OPTION YEAR 3**

Bid Item	Location	Dumpster Size Cubic Yards (CY)	Unit Price per can per dump (A)	Number Dumpsters	Cost per Visit [(A)x(B)]	Number of Dumps/Week (C)	Weekly Total [Cost per Visit x (C)]	Yearly Total [Weekly Total x 52]
1.	Central Maintenance	8 CY 30 CY	\$ \$	1 1	\$ \$	2 As Needed	\$ \$	\$ \$
2.	Hope Village	8 CY	\$	2	\$	3	\$	\$
3.	Phoebus Square	2 CY	\$	6	\$	3	\$	\$
4.	Hamilton Place I & II	8 CY	\$	4	\$	3	\$	\$
5.	Seaboard Square	8 CY	\$	6	\$	3	\$	\$
6.	PRHA Admin. Office	8 CY	\$	1	\$	2	\$	\$
7.	Dale Homes I & II	8 CY 6 CY	\$ \$	8 1	\$ \$	3 3	\$ \$	\$ \$
8.	Swanson Homes	8 CY	\$	2	\$	2	\$	\$
9.	Westbury Cottages	95 Gal	\$	16	\$	1	\$	\$
10	Lexington Place (Under Construction)	8 CY	\$	3	\$	3	\$	\$
	<b>TOTAL</b>				\$		\$	\$

**Option Year 3 Additional Unit Prices**

The Authority may be interested in leasing containers at supplement existing stock. Price should be for container only. Fee for services is addressed in Item 2.6 under Scope of Services. Also, the Authority may request an additional pickup during peak periods with a heavier than usual volume of trash. The unit pricing below should remain in effect throughout the duration of the contract.

Item #1 – Lease price for 8 cubic yard container \$ \_\_\_\_\_ per month

Item #2 – Lease price for 6 cubic yard container \$ \_\_\_\_\_ per month.

Item #3 – Lease price for 2 cubic yard container \$ \_\_\_\_\_ per month

Item #4 – Lease price for 30 cubic yard container \$ \_\_\_\_\_ per month

Item #5 - Lease price for 95-gallon container \$ \_\_\_\_\_ per month

Item #6 – Additional pickup \$ \_\_\_\_\_ each



**OPTION YEAR 4**

Bid Item	Location	Dumpster Size Cubic Yards (CY)	Unit Price per can per dump (A)	Number Dumpsters	Cost per Visit [(A)x(B)]	Number of Dumps/Week (C)	Weekly Total [Cost per Visit x (C)]	Yearly Total [Weekly Total x 52]
1.	Central Maintenance	8 CY 30 CY	\$ \$	1 1	\$ \$	2 As Needed	\$ \$ \$	\$ \$ \$
2.	Hope Village	8 CY	\$	2	\$	3	\$	\$
3.	Phoebus Square	2 CY	\$	6	\$	3	\$	\$
4.	Hamilton Place I & II	8 CY	\$	4	\$	3	\$	\$
5.	Seaboard Square	8 CY	\$	6	\$	3	\$	\$
6.	PRHA Admin. Office	8 CY	\$	1	\$	2	\$	\$
7.	Dale Homes I & II	8 CY 6 CY	\$ \$	8 1	\$ \$	3 3	\$ \$	\$ \$
8.	Swanson Homes	8 CY	\$	2	\$	2	\$	\$
9.	Westbury Cottages	95 Gal	\$	16	\$	1	\$	\$
10	Lexington Place (Under Construction)	8 CY	\$	3	\$	3	\$	\$
	<b>TOTAL</b>				\$		\$	\$

**Option Year 4 Additional Unit Prices**

The Authority may be interested in leasing containers at supplement existing stock. Price should be for container only. Fee for services is addressed in Item 2.6 under Scope of Services. Also, the Authority may request an additional pickup during peak periods with a heavier than usual volume of trash. The unit pricing below should remain in effect throughout the duration of the contract.

Item #1 – Lease price for 8 cubic yard container \$ \_\_\_\_\_ per month

Item #2 – Lease price for 6 cubic yard container \$ \_\_\_\_\_ per month.

Item #3 – Lease price for 2 cubic yard container \$ \_\_\_\_\_ per month

Item #4 – Lease price for 30 cubic yard container \$ \_\_\_\_\_ per month

Item #5 - Lease price for 95-gallon container \$ \_\_\_\_\_ per month

Item #6 – Additional pickup \$ \_\_\_\_\_ each





**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**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 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's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/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)

**ATTACHMENT 3 - FORM OF BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we the undersigned, as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firmly bound unto Portsmouth Redevelopment and Housing Authority, hereinafter called the Authority, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, 20\_\_, for \_\_\_\_\_; NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within ninety (90) days after the said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Authority in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Authority the difference between the amount specified in said bid and the amount for which the Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, 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\_\_, 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 presence of:

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

Attest:

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_

(Business Address)

By \_\_\_\_\_ Affix  
Corporate  
Seal

Attest:

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_

By \_\_\_\_\_ Affix  
Corporate  
Seal

(Power of attorney for person signing for Surety Company must be attached to bond.)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the Corporation named as Principal in the within bond, that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ 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.

\_\_\_\_\_  
Affix  
Corporate  
Seal

**ATTACHMENT 4 - PROPOSED SUBCONTRACTOR LIST**

**NOTICE TO BIDDERS:** Each bidder shall list below the subcontractors that will be used for this work. It should be understood that the same requirements which apply to the Bidder pertaining to insurance, bonding, affirmative action, wage rates, disablement, etc., shall apply to all subcontractors. The listing of subcontractors does not constitute approval, and the Bidder will still be required to formally request acceptance of the subcontractor(s) after entering into a contract with the Authority by submitting any forms that may be required including, but not necessarily limited to, Form HUD-5371 – Request for Acceptance of Subcontractor, and a Subcontractor Non-Collusive Affidavit.

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Trade: \_\_\_\_\_

Estimated % of Contract: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Worked with Sub Before? \_\_\_\_\_ Fax # \_\_\_\_\_

2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Trade: \_\_\_\_\_

Estimated % of Contract: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Worked with the Sub Before? \_\_\_\_\_ Fax # \_\_\_\_\_

3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Trade: \_\_\_\_\_

Estimated % of Contract: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Worked with the Sub Before? \_\_\_\_\_ Fax # \_\_\_\_\_

4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Trade: \_\_\_\_\_

Estimated % of Contract: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Worked with the Sub Before? \_\_\_\_\_ Fax # \_\_\_\_\_

5. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Trade: \_\_\_\_\_

Estimated % of Contract: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Worked with Sub Before? \_\_\_\_\_ Fax # \_\_\_\_\_

**ATTACHMENT 5 - FORM OF NON-COLLUSIVE AFFIDAVIT**

**AFFIDAVIT**  
**(Prime Bidder)**

State of \_\_\_\_\_)ss.  
County of \_\_\_\_\_)

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

That \_\_\_\_\_ he  
is \_\_\_\_\_  
(a partner or officer of the firm of, etc.) the party making the foregoing proposal  
or bid, that such proposal or bid is genuine and not collusive or sham; that said  
Bidder has not colluded, conspired, connived or agreed, directly or indirectly,  
with any Bidder or person, to put in a sham bid or to refrain from bidding, and has  
not in any manner, directly or indirectly, sought by agreement or collusion, or  
communication or conference, with any person, to fix the bid price of affiant or of  
any other Bidder, or to fix any overhead, profit or cost element of said price, or of  
that of any other Bidder, or to secure any advantage against the Portsmouth  
Redevelopment and Housing Authority or any person interested in the proposed  
contract; and that all statements in said proposal or bid are true.

By \_\_\_\_\_

Title \_\_\_\_\_

(Affix Corporate Seal if required)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires \_\_\_\_\_  
\_\_\_\_\_.  
(Notary Seal Required)



**ATTACHMENT 5 - FORM OF NON-COLLUSIVE AFFIDAVIT**

**AFFIDAVIT**  
**(Subbidder)**

State of \_\_\_\_\_)ss.  
County of \_\_\_\_\_)

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

That he is \_\_\_\_\_ the party making a certain proposal or bid dated \_\_\_\_\_, to \_\_\_\_\_ for subcontract work in connection with the construction of HUD-aided \_\_\_\_\_, located in Portsmouth, Virginia, and the party proposed by said \_\_\_\_\_ as subcontractor for said work as a result of said bid, that such bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, or to fix any overhead, profit or cost element of said price, or of that of any other Bidder, or to secure any advantage against the Portsmouth Redevelopment and Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By \_\_\_\_\_

Title \_\_\_\_\_

(Affix Corporate Seal if required)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
(Notary Seal Required)

**ATTACHMENT 6**

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

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

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

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

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

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

\_\_\_\_\_ percent\*

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

\_\_\_\_\_ percent\*

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

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

**ATTACHMENT 6**

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

\_\_\_\_\_  
Responder's Name

\_\_\_\_\_  
Name of Authorized Officer – printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Officer – signed

# Hampton Roads Housing Authorities

## Section 3 Business Self-Certification

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

1. Company Name: \_\_\_\_\_
2. Company Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
3. Business Telephone: \_\_\_\_\_ Cellular telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_ Email address: \_\_\_\_\_
4. Type of Business (examples: construction, electrician, catering, accounting, landscapes, etc.).  
\_\_\_\_\_
5. Contractor's License: \_\_\_\_\_ Class A \_\_\_\_\_ Class B \_\_\_\_\_ Class C
6. Certifications: \_\_\_\_\_ SWaM \_\_\_\_\_ DBE \_\_\_\_\_ Other \_\_\_\_\_

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

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

### OPTIONAL

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

\_\_\_\_\_ African-American                      \_\_\_\_\_ Hispanic- American                      \_\_\_\_\_ Native-American  
 \_\_\_\_\_ Asian-Indian American Asian                      \_\_\_\_\_ Pacific American                      \_\_\_\_\_ Hasidic Jewish American  
 \_\_\_\_\_ Woman Owned **A Woman-owned Business Enterprise is a** company that is at least 51% owned by a woman or women who are United States citizens and control or operate the business.

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

\_\_\_\_\_  
Signature of Business Owner or Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Business Owner or Authorized Representative

\_\_\_\_\_  
Date

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

The foregoing instrument was subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by:

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

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

This commission expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

## Section 3 Business Enterprise Fact Sheet

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

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

**Please Note:**

**Section 3 Certification does not in any way serve as a guarantee that the business will be selected or awarded any contract or business opportunity.**

### Are you a Section 3 Business Enterprise?

#### A Section 3 Business Enterprise is:

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

#### A Section 3 Resident is:

- A public housing resident or,
- A low income person who lives in the metropolitan areas where a HUD-assisted project for housing or community development is located. Low income is defined as income below 80% of the median household income of that area. The median household income for this Metropolitan Statistical Area is **\$79,300**.

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

Family Size	1	2	3	4	5	6	7	8
Household Income	\$44,450	\$50,800	\$57,150	\$63,450	\$68,550	\$73,650	\$78,700	\$83,800

### How can businesses find Section 3 Residents?

Contact Ms. Shaquise Crandell at [scrandell@prha.org](mailto:scrandell@prha.org) or 757.391.2962 to provide your company's employment and training opportunities and any special knowledge, skills, abilities and/or requirements. PRHA will search its database and refer Section 3 residents as candidates for your interview and consideration.

#### Examples of Section 3 jobs may include, but are not limited to:

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

**SECTION 3 STRATEGY**  
**AFFIRMATIVE ACTION PROGRAM**  
**IMPLEMENTING**  
**SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT**  
**OF 1968**

**Employment Opportunities for Businesses**  
**and Lower Income Persons**  
**in Connection With**  
**HUD-Assisted Projects**

CONTRACTOR'S NAME	PROJECT NAME <b>Solid Waste Collection &amp; Removal</b>
ADDRESS - ZIP CODE	PROJECT NUMBER <b>IFB 2020-11</b>
EEO OFFICER	PROJECT LOCATION (City, County, State) <b>Portsmouth, VA</b>
AREA CODE - PHONE NUMBER	CONSTRUCTION STARTING AND COMPLETION DATE

**ATTACHMENT 7**

**SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

Housing and Urban Development Regulations implementing Section 3 of the Housing and Urban Development Act of 1968 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

As evidence of compliance, the undersigned certifies that he/she will:

- (1) Take affirmative steps to hire and train lower income residents of the project area,
- (2) solicit the participation of businesses located in or owned substantially by persons residing in the area of the project, and
- (3) submit the attached Affirmative Action Program Implementing Section 3 of the Housing and Urban Development Act of 1968.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

PHA/Company \_\_\_\_\_

**I. Projected Work Force Needs for This Project**

On Table A, list all projected work force needs for all phases of this project by occupation, trade, skill level and number of positions.

**II. Determination of Project Area Boundaries**

A. Address of Proposed Project:

\_\_\_\_\_

B. Below, indicate whether this project is located in a Renewal Area.

\_\_\_\_\_

(Specify)

The project area for purposes of this Section 3 Affirmative Action Plan is \_\_\_\_\_.

**III. Utilization of Lower Income Area Residents as Trainees**

A. For the building construction occupations, the number of trainees or apprentices for each occupation shall be that number which can reasonably be utilized in each occupation on each phase of this project and in no event shall that number be less than the number of trainees or apprentices determined pursuant to regulations issued by the Secretary of Labor for each building construction occupation.

B. For non-construction occupations or for any building construction occupations for which ratios are not determined pursuant to regulations of the Secretary of Labor, the number of trainees for each occupation shall be that number which can reasonably be utilized in each occupation on each phase of this project.

## ATTACHMENT 7

C. A determination of the maximum reasonable number of trainees to be used in each trade of occupation is given in Table 1, Column 2, for each trade. Also given in Column 2 is the estimated project work force at each employment for each occupation or trade category to be used on this project.

D. The Contractor agrees to fill all vacant training positions with lower income project area residents except for those training positions which remain unfilled after a good faith effort has been made.

### IV. Utilization of Lower Income Residents as Employees

A. The number of estimated positions in the various occupational categories which are currently occupied by regular, permanent employees is given in Table A, Column 3.

B. The number of positions not currently occupied by regular, permanent employees is given in Table A, Column 4.

C. This company's goal for the number of positions on this project to be filled by lower income residents of the Section 3 project area is stated in Table A, Column 5. (Each contractor is expected to make a good faith effort to fill all the positions identified in Table A, Column 4, with Lower Income Project Area Residents.

D. This company agrees to develop and complete a final report which is entitled, and accurately reflects, ACTUAL EMPLOYMENT WORK FORCE BREAKDOWN, Table C; said report shall be submitted with the final request for payment.

### V. Utilization of Businesses Located in or Owned in Substantial Part by Persons Residing in the Project Area.

A. In Table B, Column 1, list all contracts to be awarded, described by type of business or profession, to all businesses in connection with this Section 3 covered project. In Column 2 (Table B) estimate the number of contracts of each type to be let. In Column 3, project the approximate total dollar amount for all contracts of each type.

B. Based on the information given in Column 1,2 and 3 (Table B), and the availability of eligible business concerns within the project area doing business in professions or occupations I identified, set forth your goals for the number of contracts to be awarded to eligible project area businesses in Column 4, and for the approximate dollar amount to be awarded to project area businesses in Column 5. Eligible project area businesses will be utilized to the greatest extent feasible.

### VI. Specific Affirmative Action Steps

\_\_\_\_\_ agrees to implement the following specific affirmative action steps  
(Name of the Contractor)  
directed at increasing the utilization of lower income residents and project area businesses.

A. To attempt to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program or the U. S. Employment Service.

B. To prominently display a Section 3 Notice at the project site.

C. To maintain a list of all lower income area residents who have applied either on their own or an referral from any source, and to employ such persons if otherwise eligible and if a vacancy exists.



**ATTACHMENT 7**

- D. To insert this affirmative action plan in all bid documents and to require all bidders to submit a Section 3 Affirmative Action Plan including utilization goals and the specific steps planned to accomplish those goals.
- E. To insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc. which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 affirmative action plan.

As officers and representatives of \_\_\_\_\_,  
(Name of Contractor)

we the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

TABLE A

ESTIMATED PROJECT WORK FORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH *LIPAR
Officers/Supervisors				
Professionals				
Technicians				
Hsg. Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
TOTAL				

\*Lower Income Project Area Residents. Individual residing within the Section 3 determined project area boundaries whose family income does not exceed 90% of the median income in the Standard Metropolitan Statistical Area (or the County, if not within an SMSA) in which the Section 3 covered project is located.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
EEO Officer (Signature)

\_\_\_\_\_  
Date

---

**TABLE B**  
***PROPOSED CONTRACTS BREAKDOWN***

<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>	<b>COLUMN 4</b>	<b>COLUMN 5</b>
<b>Types of Contract (Business or Profession)</b>	<b>Total Number of Contracts</b>	<b>Total Approx. Dollar Amount</b>	<b>Estimated No. of Contracts to Project Area Businesses</b>	<b>Estimated Dollar Amounts to Project Area Businesses</b>

\_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Project Number**

\_\_\_\_\_  
**EEC Officer (Signature)**

\_\_\_\_\_  
**Date**

**TABLE C  
ACTUAL EMPLOYMENT WORK FORCE BREAKDOWN**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH *LIPAR
Officers/Supervisors				
Professionals				
Technicians				
Hsg. Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
TOTAL				

**\*Lower Income Project Area Residents.**  
 Individual residing within the Section 3 determined project area boundaries whose family income does not exceed 90% of the median income in the Standard Metropolitan Statistical Area (or the County, if not within an SMSA) in which the Section 3 covered project is located.

\_\_\_\_\_  
 Company  
 \_\_\_\_\_  
 Project Name  
 \_\_\_\_\_  
 Project Number  
 \_\_\_\_\_  
 EEO Officer (Signature)  
 Date \_\_\_\_\_

SECTION 3 NOTICE

This Project is covered by the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended. TO THE MAXIMUM EXTENT FEASIBLE OPPORTUNITIES FOR TRAINING AND EMPLOYMENT ARISING IN CONNECTION WITH HUD-ASSISTED PROJECTS WILL BE GIVEN TO LOWER INCOME RESIDENTS OF THE PROJECT AREA. TO THE MAXIMUM EXTENT FEASIBLE WE WILL UTILIZE SMALL BUSINESS CONCERNS LOCATED IN OR SUBSTANTIALLY OWNED BY RESIDENTS OF THE PROJECT AREA, IN THE AWARD OF CONTRACTS AND PURCHASE OF SERVICES AND SUPPLIES.

Any lower income resident seeking training or employment or any business concern located in or substantially owned by persons residing in the project area (Portsmouth, Virginia) seeking contract opportunities who alleges non-compliance, may file a grievance:

U.S. Dept. of Housing & Urban Development  
Office of Fair Housing & Equal Opportunity  
600 West Broad Street  
Richmond, VA 23230-0331

SECTION 3 CLAUSE

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The 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 or 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.

## ATTACHMENT 7

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.

G. With respect to work performed in connection with Section 3 covered Indian 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).

# PORTSMOUTH

## REDEVELOPMENT & HOUSING AUTHORITY

### Section 3 Resident Self-Certification

This form will be used in support of Portsmouth Redevelopment and Housing Authority's (PRHA), Section 3 efforts for providing economic opportunities to low and moderate income persons, particularly persons receiving federal assistance for housing. Providing the requested information is strictly voluntary and highly confidential. The information you provide will help PRHA provide preference to persons that qualify under HUD regulations for a Section 3 residents.

**Section 3 resident(s) must be:**

- **A residents of public housing, or**
- **A low income person who lives in the metropolitan areas where a HUD-assisted project for housing or community development is located. Low income is defined as income below 80% of the median household income of that area.**

I, \_\_\_\_\_, the undersigned being duly sworn, on oath, represent, warrant, certify, depose and say, under penalty of law that I am a Section 3 resident.

1. My current address is (give street address, city, state, and zip code)  
\_\_\_\_\_.
2. I do \_\_\_\_\_ do not \_\_\_\_\_ reside in public housing. If you do, please give the name of your public housing community  
\_\_\_\_\_.
3. I do \_\_\_\_\_ do not \_\_\_\_\_ receive assistance from a Housing Choice or Project-Based Voucher (Section 8). If you do, please give the name of the agency that issued you the Housing Choice Voucher or the name of your Project-Based Voucher community.  
\_\_\_\_\_.

**If you are not a public housing, Project-Based Voucher or Housing Choice Voucher resident, the chart below will help you to identify whether you are a Section 3 resident. Find your family size on the chart. If your family's annual income is equal to or less than the income listed below that box, you are a Section 3 resident.**

Family Size	1	2	3	4	5	6	7	8
Annual Income	\$44,450	\$50,800	\$57,150	\$63,450	\$68,550	\$73,650	\$78,700	\$83,800

4. There are \_\_\_\_\_ total number of individuals in my family and my household income is equal to or less than \$\_\_\_\_\_ (refer to chart above).

**I understand that the information above relating to the size and annual income of my family may require verification. Upon request, I agree to provide documents verifying this information. I also authorize my employer to release this information for the United States Department of Housing and Urban Development, the Portsmouth Redevelopment and Housing Authority and the prime and/or sub-contractors to verify my status as a "Section 3 Resident". Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. Willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the U.S. Code.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT 8**

STATEMENT OF BIDDERS QUALIFICATIONS

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

1. Name of firm  
\_\_\_\_\_
2. Business address  
\_\_\_\_\_
3. When organized  
\_\_\_\_\_
4. Where incorporated  
\_\_\_\_\_
5. How many years have you engaged in the contracting business under your present firm or trading name?  
\_\_\_\_\_
6. Will you, upon request, fill out a detailed financial statement and provide this to PRHA? \_\_\_\_\_
7. Contracts now on hand, gross amount \$ \_\_\_\_\_
8. Experience and qualification of personnel to be assigned to this project. (Attach separate sheet)
9. Have you ever refused to sign a contract at your original proposal price? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach reason.
10. Have you ever defaulted on a contract? Yes \_\_\_ No \_\_\_  
If yes, please attach reason.
11. List of completed projects. Attach a separate sheet listing the following information on renovation projects completed within the past five years. It is not required to list more than ten (10) projects: Project location, name of owner, address, dollar value, brief description of project, and date completed.
12. The undersigned hereby authorizes and requests any person to furnish any information requested by the PRHA in verification of the recitals comprising this Statement of Offeror's Qualifications.
13. List your major equipment available for this Contract. Attach a separate sheet.



**ATTACHMENT 8**

14. Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

15. Contact E-Mail Address: \_\_\_\_\_

16. Company's Website: \_\_\_\_\_

\_\_\_\_\_  
Signature of Principle/Owner

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 9 - AUTHORIZATION FOR VERIFICATION OF REFERENCES**

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

---

Printed Name and Address of Bidder

---

Printed Name and Title of Authorized Representative or Official of Bidder

---

Signature of Authorized Representative or Official of Bidder

Date

PRHA CONFLICT OF INTEREST STATEMENT

*The terms "Contractor" or "Offeror" or "Bidder" shall have the same meaning, and shall refer to the selected firm(s) under the bid or proposal.*

**PART I. CONFLICT OF INTEREST**

1. Neither the Portsmouth Redevelopment and Housing Authority (PRHA) nor any of its subcontractors or their subcontractors may enter into any contract or arrangement in connection with a project in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter:
  - a. Any present or former member or officer of the governing body of PRHA or any member of the immediate family of such member or officer. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, PRHA or a business entity.
  - b. Any employee of PRHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.
  - c. Any public official, member of the local governing body, or State or local legislator, or any member of such individual's immediate family, who exercises functions or responsibilities with respect to the project(s) or PRHA.
2. Any member of these classes of persons must disclose the member's interest or prospective interest to PRHA and the United States Department of Housing and Urban Development (HUD).
3. Any bidder/offeror who submits a proposal or bid in response to a PRHA solicitation must disclose in its proposal or bid, the interest, direct or indirect, of any member of these classes of persons in such bidder/offeror, and shall also make the disclosures required in Parts II and III below. "Offeror" as used in Parts II and III below, refers to bidders in sealed bidding, and offerors/responders in competitive proposals, and "offer" shall refer to bids and proposals.
4. For purposes of this section, the term, "immediate family member" means the spouse or domestic partner, mother, father, brother, sister, or child of a covered class member (whether related as a full blood relative, or as a "half" or "step" relative, e.g. a half-brother or stepchild).
5. No member of or delegate to the Congress of the United States of America or any representative of PRHA shall be admitted to any share or part of any contract or to any benefits which may arise from it.

**PART II. ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION**

1. It is PRHA's policy to avoid situations which place an offeror in a position where its judgment may be biased if awarded the contract because of any past, present, or currently planned interest, financial or otherwise, that the offeror may have which relates to the work to be performed pursuant to the proposed contract or where the Offeror receives an unfair competitive advantage in submitting a proposal or bid for the proposed contract, such as, for example, an offeror who submits a proposal or bid after acting as a consultant to PRHA in preparing the specifications or performing a study for the proposed contract. Such situations which may either impair the offeror's objectivity in performing the proposed contract work or result in an unfair competitive advantage to the offeror are considered organizational conflicts of interest.
  
2. Where an offeror is aware of, or has reason to be aware of an organizational conflict of interest, whether an actual or apparent conflict, the offeror shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to:
  - a. being able to render impartial, technical sound, and objective assistance or advice, or
  - b. being given an unfair competitive advantage.
  
- 2.1. During the term of the contract resulting from this solicitation, the contractor and all principals and partners of any joint venture awarded a contract under this solicitation (collectively referred to herein as the "Contractor"), shall be prohibited from providing services for or on behalf of any person, firm or company, which is in a position that is adverse to the interests of PRHA. A position adverse to the interests of PRHA shall include, but not be limited to, a person, firm or company that has a claim for damages against PRHA in any judicial or administrative tribunal. Further, the contractor shall not engage any subcontractor for the performance of any services under the proposed contract if such subcontractor has, at any time within the twelve (12) consecutive month period preceding the commencement of its engagement with the contractor under the proposed contract, provided any services for or on behalf of any person, firm or company, which is in a position that is adverse to the interests of PRHA. The contractor shall insert and enforce a similar provision in its contract documents with each subcontractor. From time to time, during the term of the proposed contract PRHA may require (a) the contractor to submit a certification and affidavit as to the contractor's compliance with the terms of this subsection 2.1; and (b) the contractor to submit to PRHA a certification and affidavit from any or all subcontractors as to their compliance with such substantially similar provision as shall be enforced by the contractor. The contractor shall immediately terminate any subcontractor in violation of the terms of this subsection 2.1. Failure of the contractor to comply with the requirements of this subsection 2.1. , or to terminate immediately any subcontractor in violation of such provision, shall constitute a default under the proposed contract and grounds for termination of the contract for cause, without liability to PRHA.
  
3. The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions of the organization and how that structure or system would avoid or mitigate such organizational conflict.

## ATTACHMENT 10

4. In the absence of any relevant interests referred to above, or any conflict of interest, financial, organizational, contractual or otherwise, offerors shall complete the certification in Part III below, titled Conflict of Interest Certification of Offeror.
5. No award shall be made until the disclosure or certification has been evaluated by the Contracting Officer. Failure to provide the disclosure or certification will be deemed to be a minor infraction and the offeror will be permitted to correct the omission within a time frame established by the Contracting Officer.
6. Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the offeror.
7. If the Contracting Officer determines that a potential conflict exists, the selected offeror shall not receive an award unless the conflict can be avoided or otherwise resolved as determined by the Contracting Officer.
8. In the event the Offeror is aware of an organizational conflict of interest and intentionally does not disclose the existence of such conflict to the Contracting Officer before the award of this contract, PRHA may terminate the contract for default.
9. The term "Affiliated Entities" shall include any parent, subsidiary, partner and/or joint venturer of or with the Offeror and any person or entity that shares in the profits of the Offeror or in the proceeds or profits resulting from the proposed contract. The Offeror shall not contract with any Affiliated Entity without obtaining PRHA's written approval of such contract. The Offeror shall disclose to PRHA all contracts that it has with any Affiliated Entities to provide goods, materials, equipment, supplies or services, of any nature or kind, with respect to the proposed contract.

### **PART III. CONFLICT OF INTEREST CERTIFICATION OF OFFEROR**

1. The Offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, no member of the classes of persons listed in Part I above has an interest or prospective interest, direct or indirect, financial, contractual, organizational or otherwise, in the Offeror.
2. The Offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any actual or apparent 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 Offeror's organizational, financial, contractual or other interests may:
  - (a) Result in an unfair competitive advantage to the Offeror; or
  - (b) Impair the Offeror's objectivity in performing the contract work.

**ATTACHMENT 10**

---

3. The Offeror agrees that if the contract is awarded to the Offeror, and after award it discovers an actual or apparent conflict of interest, financial, contractual, organizational or otherwise, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Offeror has taken or intends to take to eliminate or resolve the conflict. PRHA may, however, terminate the contract for the convenience of HUD and/or PRHA.
4. The Offeror agrees that if the contract is awarded to the Offeror, the terms of this conflict of interest clause and any necessary provisions to eliminate conflicts of interest shall be included in all subcontracts and consulting agreements resulting from the proposed contract.
5. In the absence of any interest in the Offeror held by any member of the classes of persons referred to above and in the absence of any actual or apparent conflict, I, hereby certify and affirm under penalties of perjury, that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of the proposed contract. The undersigned official certifies that he/she is authorized to sign this proposal form for the firm.

---

Printed Name and Title Of Authorized Official or Responder

---

Date

---

Signature of Authorized Official of Responder

---

Date

## ATTACHMENT 11

**Please complete a form for each contract for which you provided Solid Waste Collection and Removal in the last five (5) years**

### **Experience Form**

Project Name:

Project Address:

Type of Business (Commercial, Residential, etc.):

Services Provided:

Owner's Name:

Address:

Phone Number:

E-mail Address:

Contact:

Final or current Contract Amount:

Projected and Actual Completion Dates:

Project Description, i.e. Housing (Market, Tax Credit or Low-Income Income), Commercial, etc. and Scope of Work:

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

## 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
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<b>or</b>										
<b>Employer identification number</b>										
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## 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## 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

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
<ul style="list-style-type: none"> <li>• Corporation</li> </ul>	Corporation
<ul style="list-style-type: none"> <li>• Individual</li> <li>• Sole proprietorship, or</li> <li>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</li> </ul>	Individual/sole proprietor or single-member LLC
<ul style="list-style-type: none"> <li>• LLC treated as a partnership for U.S. federal tax purposes,</li> <li>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</li> <li>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</li> </ul>	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<ul style="list-style-type: none"> <li>• Partnership</li> </ul>	Partnership
<ul style="list-style-type: none"> <li>• Trust/estate</li> </ul>	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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 item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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), ABLÉ accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

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, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) 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 (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**CONTRACT  
SOLID WASTE COLLECTION AND REMOVAL**

**THIS AGREEMENT** made this day of in the year Two Thousand and Twenty by, a corporation organized and existing under the laws of the Commonwealth of Virginia, hereinafter referred to as the "Contractor" and the Portsmouth Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "Authority".

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

**ARTICLE 1. STATEMENT OF WORK.** The Contractor shall furnish all supervision, labor, materials, equipment, approvals and services necessary for the collection and removal of Solid Waste from PRHA sites, located in Portsmouth, Virginia ("the Project"). All work must be completed in strict accordance with the Specifications entitled "Solid Waste Collection and Removal", as included in the Invitation for Bids dated July 20, 2020; which said contract documents are incorporated herein by reference and made a part hereof.

The Contractor shall perform any and all work in a good and workmanlike manner, consistent with all applicable professional standards, Federal or state law or regulations and such other standards or requirements as the Authority may request. Whenever work may require the approval of any government agency, the Contractor shall be responsible for obtaining all required approvals prior to commencing work and/or upon completion of the work. If the Contractor is providing oversight or supervision of a project, the Contractor shall be responsible for ensuring that any entity performing the work complies with all applicable requirements and obtains all required approvals from government entities for commencement and completion of the work. The Contractor represents and warrants to Authority that any material removed from the sites shall be disposed of in accordance with all applicable laws and regulations, and Contractor shall provide such certifications as to disposal as Authority may require in its sole discretion. Contractor shall save and hold harmless the Authority, its Commissioners, officers, employees, servants, agents and other contractors, from and against any and all claims, damages, costs, fines, fees and/or expenses resulting, directly or indirectly, from the breach of the aforesaid representation and warranty and/or any improper disposal of material removed from the site.

**ARTICLE 2. CONTRACT PRICE.** Subject to the terms and conditions hereof, the Authority shall pay the Contractor for the performance of satisfactory work under this Contract approved by the Authority, in current funds, the rates specified in the "Bid" dated. Provided however, that the total amount paid by Authority hereunder shall not exceed.

The Authority will make payments to the Contractor within thirty (30)-days from submittal of invoices and will pay for work acceptable by the Authority at its sole discretion.

**ARTICLE 3. COMPLETION DATE.** The Contractor shall be for a year with four (4) Option Years, renewable at the Authority's sole discretion.

At all times, Contractor and its employees performing work hereunder shall remain in good standing with all applicable governmental and/or professional licensing requirements. Any failure so to do shall be grounds for immediate termination of this Contract by the Authority.

**ARTICLE 4. CONTRACT DOCUMENTS.** This Contract shall consist of the following component parts:

- a. This Instrument
- b. Signed Bid and Bid Bond
- c. IFB 2020-11, "Solid Waste Collection & Removal", including without

- limitation HUD-5370C Section I, General Conditions (Non-Construction), Special Conditions and other attachments and addendums
- d. Minutes of Pre-construction Conference
- e. Pickup Schedule
- f. Resolution

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

**ARTICLE 5. SUBCONTRACTORS.** Any subcontract entered into by Contractor for work hereunder is subject to prior approval by Authority. Without limitation, Contractor shall ensure that any contract entered into by and between Contractor and a subcontractor to perform work hereunder requires the subcontractor to comply, as applicable, with Sections 11, 13 and 14 (conflict of interest), and sections 15 (anti-lobbying), 16 (equal employment), and, if determined applicable by PRHA, 21 (section 3) of HUD Form 5370-General Conditions (Non-Construction) Section I (such compliance shall be required regardless of whether the threshold dollar amount limitation contained in HUD Form 5370C is met). Contractor shall further ensure that no subcontractor has been debarred by HUD or otherwise barred from working on federally-funded programs or projects.

**ARTICLE 6. HOLD HARMLESS.** As to all matters of liability related to or arising out of this Contract, Contractor shall agree to indemnify and hold harmless the Authority, its Commissioners, officers, employees, servants, official, agents and other contractors from and against any and all liability, claims, damages, costs, fines, fees, losses and other expenses including reasonable attorney's fees and litigation expenses, suffered by any indemnified party or entity as a result of any claim to the extent it is found to have been caused by the acts, errors, or omissions, non-performance or misperformance of Contractor and/or its officers, employees, agents, servants or contractors.

**ARTICLE 7. TERMINATION OF CONTRACT FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination.

**ARTICLE 8. TERMINATION OF CONTRACT FOR CONVENIENCE.** Independent of Article 8, the Authority reserves the right to terminate this contract in whole, or from time to time in part, for the Authority's convenience. In the event of termination of this Contract for convenience, the rights and obligations of the parties shall be governed by the applicable provisions of HUD Form 5370-General Conditions.

**ARTICLE 9. NON-ASSIGNMENT.** This Contract shall not be assigned except with the prior written approval of the Authority.

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

Any and all suits for any claims or for any and every breach or dispute arising out of the Contact shall be maintained in the appropriate court of competent jurisdiction in the City of Portsmouth, or the United States District Court for the Eastern District of Virginia, Norfolk Division.

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

**ARTICLE 12. FORCE MAJEURE.** If the Contractor is unable to perform or is delayed in the performance of its obligations due to acts of God, natural weather disasters, fire, explosion, flood, war, civil disturbance, terrorism, or any other cause which is not reasonably foreseeable and which is beyond that Contractor's control, then provided that Contractor shall have delivered written notice to the Authority of the cause of the nonperformance within five (5) working days of the initiation of the delay, then such nonperformance shall not be an event of default under this Agreement and the performance shall be resumed at the earliest practicable time after cessation of such interruption. If notice is provided within the manner and timeframe set forth herein, the time for the performance of the obligations hereunder shall be extended for the period of the forced delay.

**ARTICLE 13. IMMIGRATION CLAUSE.** Contractor agrees that it does not currently, and shall not during the performance of this contract, knowingly, employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.

**ARTICLE 14. OWNERSHIP OF DOCUMENTS.** Neither Party shall have the right to use, in any manner, the name, logos, trademarks, trade names, service marks, or other marks of the other without prior written consent from the other Party. If consent is given, use shall be limited to the time and manner expressly granted in writing by the Party.

**ARTICLE 15. DRUG-FREE WORKPLACE**

All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

**ARTICLE 16. FOREIGN AND DOMESTIC BUSINESSES-AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH.**

Contractor, whether organized as a stock or nonstock 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 and shall provide proof thereof. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the Contract. Failure by the Contractor to remain in compliance with the provisions of this section shall be deemed a material breach of this Contract.

**ARTICLE 17. SEVERABILITY.** If any part, term, or provision of this Contract, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of the contract document shall not affect the validity or any other provision or portion of the contract document.

**ARTICLE 18. MODIFICATION.** There may be no modification of this Contract, except in writing, executed by the authorized representatives of the Authority and Contractor.



**ARTICLE 19. EXTENT OF AGREEMENT.** This Contract represents the entire and integrated Contract between the Authority and the contractor and supersedes all prior negotiations, representations or Agreements either written or oral.

**ARTICLE 20. NOTICE.** Any notice required hereunder shall be in writing and may be provided by facsimile, electronic mail, certified or regular mail, or by means of a nationally-recognized overnight delivery service. Any said notice shall be deemed effective (a) upon receipt of a fax confirmation sheet by the faxing party if sent by fax; (b) upon receipt if delivered by electronic mail; or (c) upon delivery to the address set forth below if sent by certified or regular mail or an overnight delivery service. Actual receipt of notice shall constitute a waiver of any failure to comply with formal notice requirements hereunder. Notice information may be changed by either party upon notice to the other. The initial notice information for each party is as follows:

If to Authority:

Portsmouth Redevelopment and Housing Authority  
3116 South Street  
Portsmouth, VA 23707  
Attn: Delores Adams  
Facsimile: (757) 399-8697  
Email: [dadams@prha.org](mailto:dadams@prha.org), cc: [lblow@prha.org](mailto:lblow@prha.org)

If to Contractor:

Name.  
Address  
City, State Zip  
Attn:  
Facsimile:  
Email:

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto have caused This Instrument to be executed in FOUR (4) original counterparts as of the day and year first above written.

**ATTEST:**

\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

Business Address:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City, State) (Zip Code)

**PORTSMOUTH REDEVELOPMENT  
AND HOUSING AUTHORITY**

\_\_\_\_\_

By

\_\_\_\_\_

Title Executive Director

\_\_\_\_\_

Date

\_\_\_\_\_

Business Address:  
3116 South Street  
Portsmouth, Virginia 23707

\_\_\_\_\_

\_\_\_\_\_

(Corporate Seal)

**FORM OF PERFORMANCE AND PAYMENT BOND**

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN, that we \_\_\_\_\_ as  
Principal, and \_\_\_\_\_ as Surety, or  
Sureties, are held and firmly bound unto the Portsmouth Redevelopment and Housing  
Authority, as Owner, in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment  
thereof, the Principal and the Surety or Sureties bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of written agreement dated \_\_\_\_\_,  
20\_\_\_\_, entered into a contract with the Owner  
for \_\_\_\_\_

\_\_\_\_\_,  
which agreement is by reference thereto hereby expressly made a part of this bond.

NOW, THEREFORE, the conditions of this obligation is such that if the Principal shall  
faithfully perform the contract on his part in strict conformity with the plans,  
specifications and conditions for the same and shall fully indemnify and save harmless  
the Owner from all cost and damage which he may suffer by reason of failure to do so,  
and shall fully reimburse and repay the Owner all outlay and expense which the Owner  
may incur in making good any such default, and shall pay all persons who have and  
fulfill contracts which are directly with the Principal for performing labor or furnishing  
materials in the prosecution of the work provided for in said agreement, then this  
obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED that any alterations which may be made in the terms of the contract or in the  
work to be done under it or the giving by the Owner of any extension of time for the  
performance of the contract or any other forbearance on the part of either the Owner or  
the Principal to the other shall not in any way release the Principal and the Surety or  
Sureties, or either or any of them, their heirs, executors, administrators, successors or  
assigns for their liability hereunder, notice to the Surety or Sureties of any such  
alterations, extension or forbearance being hereby waived.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS:

\_\_\_\_\_ (SEAL) Principal  
\_\_\_\_\_

COUNTERSIGNED BY:

\_\_\_\_\_ (SEAL) Surety  
\_\_\_\_\_ By  
\_\_\_\_\_

The rate of premium on this bond is \$\_\_\_\_\_ per thousand. The total amount of premium charged is \$\_\_\_\_\_. (The foregoing is to be filled in by the surety company, and the power-of attorney for person signing for Surety Company must be attached.)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_ Secretary of the Corporation names as Principal in the within bond, that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ 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.

Affix  
\_\_\_\_\_  
Seal Corporate

# ATTACHMENT 16

## LOCATION OF DUMPSTERS

### 1. CENTRAL MAINTENANCE COMPOUND

<u>Location</u>	<u>Number of Dumpsters</u>	<u>Size of Dumpsters</u>	<u>Frequency</u>
1729 Columbus Avenue	1 dumpster	8 CY	1 times/week
1729 Columbus Avenue	1 dumpster	30 CY	As Needed

### 2. HOPE VILLAGE

<u>Location</u>	<u>Number of Dumpsters</u>	<u>Size of Dumpsters</u>	<u>Frequency</u>
611 Seventh Street	1 dumpster	8 CY	3 times/week
604 Sixth Street	1 dumpster	8 CY	3 times/week

### 3. PHOEBUS SQUARE

<u>Location</u>	<u>Number of Dumpsters</u>	<u>Size of Dumpsters</u>	<u>Frequency</u>
602 Phoebus Street	2 dumpsters	2 CY	3 times/week
606 Phoebus Street	4 dumpsters	2 CY	3 times/week

### 4. HAMILTON PLACE

<u>Location</u>	<u>Number of Dumpsters</u>	<u>Size of Dumpsters</u>	<u>Frequency</u>
1025 Patriot Way	2 dumpsters	8 CY	3 times/week
1025 Patriot Way	2 dumpsters	8 CY	3 times/week

### 5. SEABOARD SQUARE

<u>Location</u>	<u>Number of Dumpsters</u>	<u>Size of Dumpsters</u>	<u>Frequency</u>
117 Corprew Drive	1 dumpster	8 CY	3 times/week
108 Corprew Drive	1 dumpster	8 CY	3 times/week
210 Wilson Drive	1 dumpster	8 CY	3 times/week
2941 Turnpike Road	1 dumpster	8 CY	3 times/week
215 Depot Drive	1 dumpster	8 CY	3 times/week
2907 Berkley Avenue	1 dumpster	8 CY	3 times/week

### 6. PRHA ADMINISTRATIVE HEADQUARTERS

<u>Location</u>	<u>Number of Dumpsters</u>	<u>Size of Dumpsters</u>	<u>Frequency</u>
3116 South Street	1 dumpster	8 CY	2 times/week

# ATTACHMENT 16

## LOCATION OF DUMPSTERS

### 7. DALE HOMES I & II

<u>Location</u>	<u>Number of Dumpsters</u>	<u>Size of Dumpsters</u>	<u>Frequency</u>
Dale I (2300 Columbus Ave)	8 dumpsters	8 CY	3 times/week
Dale II (2300 Columbus Ave)	1 dumpsters	6 CY	3 times/week

### 8. SWANSON HOMES

<u>Location</u>	<u>Number of Dumpsters</u>	<u>Size of Dumpsters</u>	<u>Frequency</u>
1746 South Street	2 dumpsters	8 CY	2 times/week

### 9. WESTBURY COTTAGES

<u>Location</u>	<u>Number of Containers</u>	<u>Size of Containers</u>	<u>Frequency</u>
1105 Richard Avenue	16	95 Gallons	1 time/week

### 10. LEXINGTON PLACE

<u>Location</u>	<u>Number of Containers</u>	<u>Size of Containers</u>	<u>Frequency</u>
218 Paul Revere Drive	3	8 CY	3 times/week



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

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



# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 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-5369-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 items] —

[ ] (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 570, 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.fms.treas.gov/c570/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 economic 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)'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.

# 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. 3/31/2020)

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**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 \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

#### 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

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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- (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.

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.

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

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

#### 8. Contract Termination; Debarment

#### 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.



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## 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

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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.