

**RFP 2023-03**

**REQUEST FOR PROPOSAL**

**Consultant – Housing Assets Repositioning  
for  
Portsmouth Redevelopment and Housing Authority (PRHA)  
Properties**



3116 South Street  
Portsmouth, VA 23707

Delores F. Adams  
Director of Procurement

ISSUED  
July 25, 2023



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

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**Notice 2023-03**

**Consultant – Housing Assets Repositioning Services**

The Portsmouth Redevelopment and Housing Authority (PRHA) is seeking the services of qualified, licensed individuals and/or firms to provide Housing Assets Repositioning Services in the conversion of its public housing portfolio to affordable housing through the development and implementation of an agency-wide repositioning strategy including, but not limited to Project Based Vouchers, Rental Assistance Demonstration ("RAD"), RAD/Section 18 Hybrid and Streamlined Voluntary Conversion.

The Request for Proposals (RFP) package can be accessed 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-Proposal conference will be held at 11:00 a.m. on August 2<sup>nd</sup>, through Microsoft Teams. Interested Offerors must pre-register by contacting Delores Adams at [dadams@prha.org](mailto:dadams@prha.org) by 5:00 p.m. on August 1<sup>st</sup>, to receive meeting information.**

Interested firms must submit their Proposal package through eVA, with the items listed in the schedule of submittals. **All proposal packages must be submitted through eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov) no later than 3:00 p.m. on Thursday, September 7, 2023.**

.

**PORTSMOUTH REDEVELOPMENT AND HOUSING AUTHORITY**

Delores F. Adams  
Director of Procurement

July 24, 2023



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

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**RFP Information Sheet**

**Proposals received in the issuing office after 3:00 p.m. on September 7, 2023, by Mail, Facsimile or by E-mail will not be considered.** Portsmouth Redevelopment and Housing Authority (Authority) is not responsible for delays in the submission of the Proposal in eVA unless there is a systemwide issue. **It is the sole responsibility of the Offeror to ensure that its proposal is submitted to eVA by the designated date and hour.** The official time used in the receipt of proposals is that time provided by eVA, which will not accept late Proposals.

All requests for interpretation of Scope of Work shall be by written request, sent via email to [dadams@prha.org](mailto:dadams@prha.org) by August 24, 2023, seven (7) days prior to the due date of the proposals. Any changes to this proposal document will be issued as addenda, and will be on file in Procurement until proposals are opened. All such addenda will become part of the contract and all Offerors will be bound by such addenda, whether or not received by the Offeror.

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

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers, if this proposal is accepted within ninety (90) calendar days from the date of the evaluation, to furnish any or all of the items and/or services upon which prices are quoted, at or negotiated, to be delivered at the time and place specified herein.

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

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

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

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

SCC Number: \_\_\_\_\_

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

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

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

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

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

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

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**SCHEDULE OF SUBMITTALS**

**RESPONSES DUE: Thursday, September 7, 2023, at 3:00 p.m., Local Prevailing Time**

At a minimum, your response should include the information listed below. Submit your Proposal through eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov). Offerors are encouraged to use the following Schedule of Submittals when preparing your response. Failure to sign your submission by an individual authorized to commit your firm to the project may render the submission as non-responsive and may not be considered. Failure to submit a document specified in this RFP as listed below is curable if done within the timeframe specified upon our notice to you, however any documents not submitted by the deadline given you will not be considered for scoring purposes.

- |   | Initial |
|---|---------|
| ✓ Cover Letter with Company Name; how firm or individual will carry out the responsibilities outlined in this RFP and signature   | _____   |
| ✓ <b>Tab 1.</b> Proven ability to perform work. Evidence of the Offeror’s ability to perform the work as indicated by Profiles of the principals’ and staff’s professional and technical competence/experience and their facilities;<br><b>Attachment 1</b> - Experience Form   | _____   |
| ✓ <b>Tab 2.</b> Past performance in terms of experience with similar projects, cost control, quality of work and compliance with performance schedules.<br><b>Attachment 2</b> – Questionnaire  | _____   |
| ✓ <b>Tab 3.</b> Capability to provide requested services on time and on budget demonstrating knowledge of Federal, State and Local codes, laws, requirements and regulations including RAD, RAD/Section 18, PBV, Voluntary Conversions, wetlands, environmental protection, etc. Workplan and QC Plan to detail how you meet the requirements of this solicitation and will implement this project. | _____   |
| ✓ <b>Tab 4. Efforts to Utilize MBE’s and WBE’s in the Project.</b><br><b>Attachment 3</b> – Minority and Women-Owned Business Participation Form  | _____   |
| ✓ <b>Tab 5.</b> Section 3 Compliance Strategy.<br><b>Attachment 4</b> – Section 3 Forms   | _____   |
| ✓ <b>Tab 6.</b> Pricing Schedule<br><b>Attachment 5</b> – Price Proposal  | _____   |
| ✓ <b>Tab 7.</b> Evidence that the Firm or Individual is currently licensed and registered in the Commonwealth of Virginia & City and maintains liability, property, workmen’s compensation, errors and omission and automobile insurance. Submit Copies of Licenses and Insurance   | _____   |
| ✓ <b>Tab 8.</b> Required Forms  |         |
| ○ Completed and Executed <b>Attachment 6</b> – Form HUD 5369-C Certifications and Representations of Offerors;  | _____   |
| ○ Completed and Executed <b>Attachment 7</b> – Authorization for Verification of References;  | _____   |
| ○ Completed <b>Attachment 8</b> – Statement of Offeror’s Qualifications   | _____   |
| ○ Completed <b>Attachment 9</b> – Conflict of Interest Statement;   | _____   |

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- Completed **Attachment 10** – W-9 Form \_\_\_\_\_
- Completed **Attachment 11** – Non-Collusive Affidavit \_\_\_\_\_

For Offerors information attached are:

- **Attachment 12** - Instructions to Offerors, Form HUD 5369-B.
- **Attachment 13** - General Conditions for Non-Construction Contracts  
Form HUD 5370-C1.
- **Attachment 14** – Sample Contract
- **Attachment 15** – PRHA Properties Maps

This Schedule of Submittals is provided to assist you in responding to this RFP but is not intended to waive or modify any provision of the RFP.

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**RESPONSES DUE: Thursday, September 7, 2023 at 3:00 p.m., Local Prevailing Time**

**1. SOLICITATION**

**1.1 INVITATION**

The Portsmouth Redevelopment and Housing Authority (PRHA) is seeking the services of qualified, licensed individuals and/or firms to act as a Housing Asset Repositioning Consultant in the conversion of its public housing portfolio to affordable housing through the development and implementation of an agency-wide repositioning strategy including, but not limited to Project Based Vouchers, Rental Assistance Demonstration ("RAD"), RAD/Section 18 Hybrid and Streamlined Voluntary Conversion. All activities will be performed in strict accordance with all applicable HUD, Moving to Work (MTW) and other state and federal statutory and regulatory requirements.

Interested firms must demonstrate their ability and capacity to complete the full Scope of Services outlined in the Request for Proposal ("RFP"). Offerors are advised that the proposal should provide information demonstrating a well-developed, thoughtful approach to completing specific tasks as described under the Scope of Services. Only one proposal will be accepted from each and a Single Point of Contact must be designated.

**1.1.1** The services would pertain to Authority-owned and/or managed properties. Compensation for the services will be based on the agreed upon rates. Proposals should include the hourly rate for each staff member to be involved in the project. The selected firm shall have experience working with public housing authorities, and the proven ability to manage the scope of work outlined in this RFP. Proposals should show that the submitting individual/firm meets the experience qualifications outlined as identified in the Experience section shown in the scope of work of this solicitation.

**1.1.2** The evaluation criteria will give favorable consideration to proposals submitted by providers with at least five (5) years significant experience providing similar services, and to providers demonstrating that they have sufficient financial resources and experience to finance and provide the requested services.

**1.1.3** Through this Request for Proposal process, the Authority intends to select a consultant and enter into an agreement for a term of two (2) years with three (3) option years at the Authority's sole discretion.

**A virtual Pre-Proposal conference will be held at 11:00 a.m. on August 2<sup>nd</sup>, through Microsoft Teams. Interested Offerors must pre-register by contacting Delores Adams at [dadams@prha.org](mailto:dadams@prha.org) by 5:00 p.m. on August 1<sup>st</sup>, to receive meeting information.**



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**1.2 BACKGROUND**

The Authority is a political subdivision created under the laws of the Commonwealth in 1938 to provide federally subsidized public and other affordable housing and related services to eligible low-income families, within the City of Portsmouth Virginia. The Authority is headed by an Executive Director (ED) and is governed by a seven-person board of commissioners and is subject to the requirements of Title 2 Section 200 of the Code of Federal Regulations (hereinafter, “CFR”), The Virginia Public Procurement Act and the Authority’s procurement policy. It is a separate entity from the City of Portsmouth

The Authority, primarily funded by the U.S. Department of Housing and Urban Development (“HUD”), develops, maintains and manages low-income public housing and other affordable housing. It has been involved in most of the redevelopment activity in the City of Portsmouth.

Currently, the Authority owns and/or manages: (a) ten (10) multi-family apartment complexes totaling 1,311 units; (b) one (1) senior complex, totaling 122 units; and (c) administers a total of 1,964 Section 8 Housing Choice Vouchers (for a total of 3,397 public and assisted housing units). The Authority currently has approximately 90 employees.

**1.3 RESERVATION OF RIGHTS**

The Authority reserves the right to:

**1.3.1 Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Authority to be in its best interests.

**1.3.2 Right to Not Award.** Not award a contract pursuant to this RFP.

**1.3.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the Contractor(s).

**1.3.4 Right to Determine Time and Location.** Determine the days, hours and locations that the successful proposer (hereinafter, “Contractor”) shall provide the services called for in this RFP.

**1.3.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent of the Authority Contracting Officer (CO).

**1.3.6 Right to Negotiate.** Negotiate the fees proposed by the proposer entity.

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- 1.3.7 Right to Reject Any Proposal.** Reject and not consider any proposal or proposer that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposers offering alternate or non-requested services.
- 1.3.8 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.3.9 Right to Prohibit.** At any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Authority that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Authority, but not the prospective or actual proposer, of any responsibility pertaining to such issue.
- 1.3.10 Right to Reject – Obtaining Competitive Solicitation Documents.** The PRHA website, DemandStar and eVA are the only official and appropriate venues to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the approved venues.

**1.4 COOPERATIVE PROCUREMENT**

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Awarded Offeror, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The Awarded Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The Authority shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

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**2. SCOPE OF SERVICES**

The Authority is requesting Proposals from experienced, licensed, bonded and insured firms to provide Asset Repositioning consulting services for its development and redevelopment efforts. The Asset Repositioning consultant will be a direct advisor to PRHA and its affiliates throughout the term of the engagement. Offerors must factor in PRHA’s designation as an Expansion Moving To Work (MTW) agency in assisting the Authority. Single or multiple awards may be made through this solicitation.

The firm selected shall be qualified to provide expert advice on the following for the Low-Income Public Housing (LIPH) communities listed below:

<b>Community</b>	<b>Address</b>	<b># Units</b>	<b>Buildings/ Bedrooms</b>	<b>Year Built</b>
Westbury Cottages	South, Clifford & Godwin Streets & Richard Avenue	16 Units	8 Buildings 16 – 1 bedroom	2016
Westbury–Pine Street	Rutter, County, Crabapple & Bismarck Myrick Streets	58 Units	17 Buildings 10 – 1 bedroom 36 – 2 bedrooms 12 – 3 bedrooms	2002
Westbury-Holley Square	County, Elm, Godwin & Columbia Streets, Bismarck Myrick & Chisholm Crescents	59 Units	28 Buildings 20 – 1 bedroom 21 – 2 bedrooms 18 – 3 bedrooms	2005
Seaboard Square I	2847 Berkley Avenue	121 Units	29 Buildings 34 – 1 bedroom 61 – 2 bedrooms 26 – 3 bedrooms	2010
Seaboard Square II	2847 Berkley Avenue	100 Units	26 Buildings 22 – 1 bedroom 52 – 2 bedrooms 26 – 3 bedrooms	2011

**2.1 GENERAL REQUIREMENTS**

Perform a repositioning feasibility analysis of each Asset Management Project (AMP) to determine if any or all of the properties are candidates for conversion under repositioning. The analysis will compare multiple financing structures to convert the properties under repositioning and include a recommendation of the optimal financing structure for each property or property grouping. The Authority will provide the order of assessment completion:

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The five AMPs listed above are part of two communities, Westbury and Seaboard Square. The bedroom breakdown is listed above and there are no units above 3 bedrooms.

**2.2 REQUESTED INFORMATION**

- 2.2.1 Estimate the long-term financial impact of the repositioning conversion;
- 2.2.2 Recommend other sources of financing (Low Income Housing Tax Credit, bonds, loans, Energy grants, Federal Home Loan Bank, HUD insured loans or tax-exempt bonds, conventional loans, state housing development funds, Community Development Block Grant, New Markets Tax Credits, HUD Special Applications Center Demolition/Disposition, FHA financing, etc.) to perform rehabilitation activities of the property and capitalize reserves;
- 2.2.3 Make recommendations as to the structuring of the project as well as the ownership structure to maximize PRHA’s ownership and control;
- 2.2.4 Prepare a detailed analysis on the impact a full or partial repositioning conversion will have on all Housing Department staffing, as needed. Analysis shall include workforce needs under a conversion, and the impact conversion will have on all departments. Assist in identifying training and capacity development needs;
- 2.2.5 Identify roles, responsibilities, and contractual arrangements of development and Repositioning conversion partners. Identify any additional development team roles and suggest strategy for procurement of other team roles;
- 2.2.6 Deliver to PRHA an assessment/feasibility study of all units.

**2.3 FINANCING PLANS**

- 2.3.1 Assist and advise PRHA on submission of recent repositioning Project Capital Needs Assessment (PCNA) or Repositioning Physical Condition Assessments (RPCAs) using the data on the repair, capital, and green sustainability needs, as well as energy audit and utility consumption information which will inform the Repositioning conversion analysis;
- 2.3.2 Review repositioning Project Capital Needs Assessment (PCNA) or Repositioning Physical Condition Assessments (RPCAs), assist in

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- reconciling the proposed scope of work, and recommend financial structures to address physical needs;
- 2.3.3 Develop financing plans using potential LIHTC rules to serve PRHA’s current resident population, including those earning between 50% and 80% of Area Median Income;
- 2.3.4 Develop a plan to fund potential resident service programs such as ROSS and Family Self- Sufficiency in the absence of HUD public housing funding;
- 2.3.5 Create financing plans to fully capitalize capital replacement and operating reserve funds for the repositioning properties to account for the loss of CFP funding;
- 2.3.6 Prepare operating and development Pro Formas to ensure compliance with repositioning and capital provider regulations;
- 2.3.7 Deliver a financing plan for each AMP;
- 2.3.8 Advise and assist PRHA on negotiating with potential Developer Partner(s) to execute development agreements that will serve as controlling documents for implementation of projects;
- 2.3.9 Advise and assist PRHA in the negotiation, preparation and review of all contracts, agreements, documents and other writings necessary to implement or assist in the implementation of all phases of any real estate development and/or redevelopment - related work, including property disposition. Examples include documents such as, regulatory and operating agreements, letters of intent, agreement business terms with investors, declarations of trust and restrictive covenants, management agreements, development term sheets and agreements, mixed finance amendments to the ACC, Tax Credits, program income agreements and loan documents, etc.;
- 2.3.10 Advise and assist PRHA in matters with the US Department of Housing and Urban Development, Virginia Housing and other entities;
- 2.3.11 Advise and assist PRHA in evaluating all financial transactions including pro forma documents, operating statements, financing strategy and structure, and ownership interests;
- 2.3.12 Provide consulting services necessary for real estate development that may not be contained in this RFP, and involving all development phases

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including planning, predevelopment, closing, development, construction, lease and operations, and completion.

**2.4 PREFERRED REPOSITIONING/DEVELOPMENT CONSULTANT EXPERIENCE**

The consultant for this project must show evidence of capability to handle the development and ongoing oversight of the repositioning projects through:

- 2.4.1 At least five (5) years repositioning experience with comparable sized PHAs;
- 2.4.2 Previous experience and success rate in developing a final repositioning configuration plan and financing plan that led to successful Repositioning Conversion Commitments (RCC);
- 2.4.3 Previous experience providing development and financial advisory services to Public Housing Authorities;
- 2.4.4 Previous experience and success in securing financing for mixed finance affordable housing;
- 2.4.5 Financial capability to complete the project;
- 2.4.6 Previous experience working with federal, state or other local programs that are administered by other government agencies, or non-profit organizations;
- 2.4.6 Experience/involvement with LIHTC deals in Virginia;
- 2.4.7 Willingness to work as a team and develop and train PRHA staff as to the conversion process, areas of concern, areas of opportunity, and managing general responsibilities.

**2.5 Pricing:** Contractors must complete and submit **Attachment 5 – Price Proposal** as part of their proposal(s). Contractor must identify total hourly rates for staff involved in this project. This attachment is available as an Excel Spreadsheet.

**2.6 Previous Contractor:** The Authority does not have a previous contractor for this service.

**2.7 Billing Specifications**

**2.7.1** The contractor agrees to accept an Authority contract and abide by the specifications listed herein and with the stated terms and conditions. ALL

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PRICING provided in the proposal will be firm for a period of no less than 90-days from the date of proposal submission. It will be assumed that ALL items are included unless the firm supplies an exception list attached to their proposal.

**2.7.2 Payment:** The Selected Firm(s) will submit one original invoice, on a monthly basis, for the previous month's fees, referencing the correct contract number to the Authority. 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.

**2.8 Special Instructions To Offerors**

**2.8.1 Definitions:**

a. Issuing Office:  
Wherever used in this Request for Proposal (RFP), the Issuing Office will be:

Portsmouth Redevelopment and Housing Authority  
Procurement Office  
Delores Adams  
Director of Procurement  
3116 South Street  
Portsmouth, VA 23707  
Phone: 757-391-2913  
Fax: 757-399-8697  
Email: dadams@prha.org

b. Contact with PRHA Staff, Representatives, and/or Agents:  
Direct contact with PRHA staff, representatives, and/or agents other than Procurement Department staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Director of Procurement.

c. Pre-Proposal Conference:  
**11:00 a.m. on Thursday, August 2, 2023**  
**Microsoft Teams**  
**Pre-register by 5:00 p.m. on August 1<sup>st</sup>, to receive the meeting link.**

d. Offerors of Record:  
Offerors receiving a copy of this RFP from a source other than the Issuing Office or via [www.eva.virginia.gov](http://www.eva.virginia.gov) must contact the Issuing

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Office via fax or e-mail and provide Offeror's name, address, contact person, e-mail address, telephone and fax number, and the RFP Item Number. Offeror will be added to the Planholders list and will receive notification of any addenda to the RFP.

**2.8.2 Questions:**

Offerors must submit questions regarding the Request For Proposal (RFP) in writing to the Issuing Office to [dadams@prha.org](mailto:dadams@prha.org) with a copy to [lblow@prha.org](mailto:lblow@prha.org) no later than **September 7, 2023**. Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents.

**2.8.3** Offeror is responsible for checking the [www.eva.virginia.gov](http://www.eva.virginia.gov) or [www.prha.org](http://www.prha.org) web sites or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

**2.8.4 Changes or Modifications:**

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

**2.8.5 Equal Employment Opportunity and Supplier Diversity:**

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

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

(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum



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participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**2.8.5.2** Within HUD Procurement Handbook 7460.8 REV 2 it states:

2.8.5.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.

2.8.5.2.2 Section 15.5.B, Goals. <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

**2.8.5.3** Within our Authority Procurement Policy it states that our Authority shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the area of a PRHA community are used when possible. Such efforts shall include, but shall not be limited to:

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- 2.8.5.3.1 Including such firms, when qualified, on solicitation mailing lists;
- 2.8.5.3.2 Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- 2.8.5.3.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- 2.8.5.3.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- 2.8.5.3.5 Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Department of Minority Business Enterprise;
- 2.8.5.3.6 Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the housing community area and to award subcontracts for work in connection with the community to business concerns which are located in, or owned in substantial part by persons residing in the area of the community, as described in 24 CFR 135 and Section 3 of the Housing and Urban Development Act of 1968;
  - a. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above;
  - b. Monitor Section 3, minority and women-owned business contracts by performance tracking, reporting and compliance.
- 2.8.5.3.7 Goals may be established by PRHA periodically for participation by small businesses, minority-owned businesses, women’s business enterprises, labor surplus area businesses, and business concerns which are located in, or owned in substantial part by persons residing in the area of the community, in PRHA’s prime contracts and subcontracting opportunities.

**2.8.6 RFP Closing:**

Offeror shall ensure its Proposal is submitted to eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov) no later than **3:00 p.m. on Thursday, September 7, 2023**. Proposals received after the specified date and time (time stamped 3:01 P.M. or later) will not be accepted by eVA.

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**3. PROPOSAL SUBMISSION INSTRUCTIONS**

**3.1 Procurements Standards**

All matters and issues related to this RFP and any contract resulting from the RFP shall be governed by the procurement principles set forth in the 2 CFR Part 200, 24 CFR Part 85, HUD Procurement Handbook for Public Housing Agencies, Handbook 7460.8, REV-2, (2/2007); the Virginia Public Procurement Act (VPPA) (Section 2.2-4300, et seq. of the Virginia Code of 1950, as amended); and the Statement on Procurement Policy for the Portsmouth Redevelopment and Housing Authority, and its implementing procedures. In the event of a conflict between this RFP and Handbook 7460.8 or PRHA procurement policy or procedures, the provision of Handbook 7460.8 shall govern.

**3.2 Submission of Proposals**

Any party interested in being considered for award must submit a Proposal package in response to this RFP in accordance with the instructions and terms hereunder and must demonstrate that the proposed Contractor is qualified, capable and ready to provide Repositioning Consultant Services immediately upon selection. The following eligibility requirements must be met:

**3.2.1** The Offeror has a minimum of five (5) years of experience providing Repositioning Consultant Services

**3.2.2** A certification statement that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency

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

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

The Proposal package must be submitted via eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov). **The original must contain a manual or electronic signature of an authorized representative of the Offeror.** All corrections made on the Proposal package must be initialed by the authorized representative of the Offeror. The package must include all documents, materials and information required herein. Any omission of information by the Offeror is at the Offerors own risk, as the Authority Evaluation Panel will only consider information submitted in the proposal package on or before the submission deadline, except as noted elsewhere in this RFP.

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**3.3 Submission Deadline**

The Authority must receive the Offeror's qualification package by **3:00 p.m.**, Local Prevailing Time **on September 7, 2023 at [www.eva.virginia.gov](http://www.eva.virginia.gov)**. It is the Offeror's responsibility to ensure that the proposal package is submitted by the designated time and date. Proposal packages which for any reason are not submitted within the deadline will not be accepted by eVA. Submissions by mail, email, telegram, telephone, facsimile or handwritten will not be accepted by the Authority.

**3.4 Confidentiality of Proposals**

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

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

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

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**4. EVALUATION CRITERIA**

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

**4.1 Technical Evaluation Criteria**

<b>EVALUATION CRITERIA</b>	<b>FACTOR TYPE</b>	<b>POINT VALUE</b>
<b>Evidence of the staff’s ability to perform the work as indicated by experience with similar projects, agencies and clients, profiles of the principals’ and staff’s professional and technical competence/experience and commitment to services offered.</b>	<b>Subjective (Technical)</b>	<b>20 points</b>
<b>Familiarity and understanding of the Scope of Services including information regarding the firm’s previous performance with the same or similar services as detailed in the solicitation.</b>	<b>Subjective (Technical)</b>	<b>25 points</b>
<b>Capability and capacity to include a description of the firm’s capacity to provide the scope of services including plans to manage the scope of services, financial capability, workplan, knowledge of Federal, HUD, State and Local programs, regulations and financing plans, Quality Control, reporting and billing in a timely manner, etc.</b>	<b>Subjective (Technical)</b>	<b>25 points</b>
<b>Efforts to Utilize MBE’s and WBE’s in the Project</b>	<b>Subjective (Technical)</b>	<b>5 points</b>
<b>Section 3 Compliance Strategy</b>	<b>Objective</b>	<b>5 points</b>
<b>Price (will be evaluated by the Contracting Officer)</b>	<b>Objective (Technical)</b>	<b>20 points</b>
<b>Evidence that the Firm or Individual is currently meets insurance requirements.</b>	<b>Objective</b>	<b>YES/NO</b>
<b>TOTAL POINTS AVAILABLE</b>		<b>100 points</b>

**4.2 Price Evaluation**

Price Evaluation will be made including the base year and the option years pricing included in the completed **Attachment 5**. Proposed pricing for each item listed in **Attachment 5** will be compared to the range of proposed pricing submitted in all Proposals as well as the Authority’s price estimate.

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**5. SUBMISSION FORMAT**

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

**Tab 1. Evidence of the Offeror’s ability to perform the work as indicated by profiles of the principals’ and staff’s professional and technical competence, experience with similar projects, agencies and clients. (20 Points)**

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

**Tab 2. Familiarity and understanding of the Scope of Services including information regarding the firm’s previous performance with the same or similar services as detailed in the solicitation with PRHA, other redevelopment and housing authorities or similar agencies. (25 Points)**

The submission must contain information demonstrating the technical background, professional competence and experience of the organization and the Offeror’s capability to coordinate and manage the expected work in the tasks described under the Scope of Services in Section 2. **The Authority must be able to verify references under this Evaluation Criterion.**

**Attachment 1- Experience List (The organizations listed should be the same type of organization as PRHA. The list should include no more than ten (10) firms to indicate previous experience working with Public Housing Authorities (PHAs) or other similar entities).**

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**Tab 3. Thorough, relevant and organized responsiveness to RFP demonstrating Capability and Capacity to provide services on time and on budget. (25 Points)**

This criterion considers the thoroughness and quality of proposal, including completeness of response to RFP and the Offeror's Demonstrated Understanding of the Authority's requirements and experience with local and state laws, federal standards or other regulatory agencies. Offerors should describe their approach to providing Asset Repositioning services and describe their expertise as it relates to the rules and regulations governing Federal, HUD and State requirements.

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

- Offerors understanding of the service to be provided;
- Proposed methods to be used and timeline;
- Financial capacity
- Address elements as personnel assigned;
- Assistance and materials to be furnished by PRHA;
- Project Plan and any other pertinent information;
- Quality Control
- Reporting;
- Billing.

**Please complete Attachment 2 - Questionnaire.**

**Tab 4. Efforts to Utilize MBE's and WBE's in the Project (5 Points)**

Please provide information on your organization's efforts to utilize Small, Minority and Disabled businesses. Complete and execute **Attachment 3** for the Certification regarding Minority and Women Business Enterprises.

**Tab 5. Section 3 Certification and Compliance Strategy (5 Points)**

Please refer to **Attachment 4** for the Section 3 Program. At a minimum, complete **Attachment 4** to outline your Section 3 Certification and Compliance Strategy. Any additional information that you provide will be considered

**Tab 6. Price Proposal (20 Points)**

This criterion considers the Offerors proposed prices; the appropriateness of other conditions or limitations incorporated in the proposal; the attractiveness of the business offer; the benefit to the Authority financially. **Attachment 5 – Price Proposal Form.**

**Tab 7. Evidence that the Firm or Individual is currently licensed and registered in the Commonwealth of Virginia and maintains liability, property, workmen's compensation, errors and omissions and automobile insurance.**

Please attach a copy of the firm's licenses and insurance certificate.

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**(Note: This is a YES or NO criterion: If the answer is NO, the firm may be disqualified, not point-scored).**

**Tab 8. Required Forms**

- Completed and Executed **Attachment 6** – Form HUD 5369-C Certifications and Representations of Offerors;
- Completed and Executed **Attachment 7** – Authorization for Verification of References;
- Completed **Attachment 8** – Statement of Offeror’s Qualifications
- Completed **Attachment 9** – Conflict of Interest Statement
- Completed **Attachment 10** – W-9 Form
- Completed **Attachment 11** – Non-Collusive Affidavit

**6. PROPOSALS EVALUATION AND SELECTION PROCESS**

**6.1 General**

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

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

**6.2 Proposal Evaluation**

The Contracting Officer will forward responsive proposal packages to the RFP Evaluation Panel. Each such proposal package will be evaluated by the RFP Evaluation Panel using the Technical selection criteria set forth in Section 4 of this RFP and scored on the basis of the information contained in the proposal package. Factors not specified in the RFP may not be considered. The CO will evaluate the Price and Section 3 Factors. The sum of the points assigned to each proposal package by an individual panel member shall be averaged with all the panel members’ scores for each Offeror. The CO shall add the Objective score and these numbers shall be the “Final Score” for each Offeror. Once qualified Offerors are determined, the Evaluation Panel may interview and require oral presentations of selected Offerors to clarify specific matters presented in the proposals. The selected Offeror(s) are required to assume responsibility for all services offered in their proposals.



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**Points Awarded Range.** Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFP are shaded— please also see the Evaluation Factors detailed within the preceding Section 4.1):

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

<b>Points Awarded Range</b>							
<b>Classification*</b>	<b>Rating</b>	<b>%</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Acceptable	Excellent	75%/+	4-5	8-10	14-15	19-20	21-25
Acceptable	Very Good	70%/+	3.5	7	11-13	16-18	18-20
Potentially Acceptable	Good	65%/+	3.25	6.5	9-10	14-15	15-17
Potentially Acceptable	Average	60%/+	3	6	6-8	12-13	13-14
Unacceptable	Poor	<60%	0-2	0-5	0-5	0-11	0-12

**\*\*Total available points to be awarded, minus preference points.**

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

**6.3 Price Evaluation**

Price Evaluation will be made separately by the CO based on pricing included in the completed **Attachment 5**. Proposed pricing for each item listed in **Attachment 5** will be compared to the range of proposed pricing submitted in all Proposals as well as the Authority's price estimate. Any materially unbalanced Proposals will be rejected. A proposal is materially unbalanced when it is based on prices significantly understated for some work and prices which are significantly overstated for other work. Any determination of materially unbalanced pricing will be made considering both the pricing contained in proposals received in response to this RFP and prices historically paid by the Authority for like services.

**7. INSURANCE REQUIREMENTS**

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

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

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

**7.1 Worker's Compensation**

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

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

a. Combined Single Limit:

\$1,000,000 for Each Occurrence, in primary policy or through use of Umbrella or Excess Limits.

If policy contains a general aggregate limit, it shall apply separately to each project.

- b. Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment, and the Contractor shall continue to provide evidence of such coverage to the City on an annual basis.

**7.3 Automobile Liability** (Owned, Non-Owned, Hired)

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

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**7.4 Professional Liability/Errors and Omissions:**

Minimum Limits:

\$1,000,000.....Each Claim

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

**8. CONTRACTOR RESPONSIBILITY REVIEW**

**8.1 Selection**

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

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

**8.2 Assessment**

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

**9. AWARD CRITERIA**

**9.1 Award**

Following the evaluation of Proposals, the Authority will compose a list of highest-rated, responsible Offerors to determine the competitive range. The Authority shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable based on initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews or oral presentations shall be permissible. Such Offerors shall be encouraged to elaborate on their proposals and performance data or staff expertise pertinent to the proposed services, as well as alternative concepts.

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Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point. The Authority reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the Authority in a timely manner as possible, but in any case, within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range. The Authority may request the two or more fully qualified, responsible and suitable Offerors in the competitive range to submit a Best and Final Offer. The Authority shall award the contract to the most qualified Offeror(s) whose Proposals will be most advantageous to the Authority and with whom the Authority is able to reach agreement in accordance with Section 6 hereof. In negotiations regarding the terms of the contract, the Authority has no legal authority to indemnify the Offeror. Firms submitting proposals agree that they will not ask the Authority to indemnify them in any resulting contract.

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

**9.2 Contract Award Procedure.** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

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

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

**9.2.2.1 Contract Form.** The Authority will not execute a contract on the Contractor's form—contracts will only be executed on the Authority form (please see Sample Contract), and by submitting a proposal the Contractor agrees to do so (please note that the Authority reserves the right to amend this form as the Authority deems necessary). However, the Authority will

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

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

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

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

**9.3 Contract Period**

The Authority anticipates that it will initially award a contract for the period of one (2) years with three (3) option years renewable at the Authority's sole discretion.

**9.4 Contract Type**

This RFP will result in a contract with payment terms to be negotiated between the Authority and the selected Offeror.

**9.5 Start-up Costs**

It is implicit that time spent by the selected vendor reviewing Authority history, developments, policies or procedures in preparation to provide Lawn Care and Grounds Maintenance Services to the Authority shall not be invoiced to the Authority.

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**CONSULTANT – HOUSING ASSETS REPOSITIONING**

**9.6 Confidentiality**

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

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

**10. WITHDRAWAL/MISTAKES**

**10.1** Proposals may **NOT** be withdrawn for ninety (90) days from the submission deadline date.

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

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

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

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

**11. CONFLICT OF INTEREST**

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

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

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- 11.2** The Offeror's objectivity in performing the contract work may be impaired. In the event the Offeror has an organizational conflict of interest as defined herein, the Offeror shall disclose such conflict of interest fully in the proposal submission.
- 11.3** The Offeror agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Executive Director which shall include a description of the action which the Offeror has taken or intends to take to eliminate or neutralize the conflict. The Authority may, however, terminate the contract if it is in its best interest.
- 11.4** In the event the Offeror was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Executive Director, The Authority may terminate the contract for default.
- 11.5** The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Offeror. The Offeror shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- 11.6** No member, officer, or employee of the Authority or Portsmouth Redevelopment and Housing Authority, no member of the governing body of the locality in which the project is situated, no member of the Board of Commissioners and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.
- 11.7** In addition to complying with any applicable professional conduct standards relating to conflicts of interest, Contractor affirms and agrees that he/she has not represented any client in any matter pending against the Authority during the six month period preceding the resulting contract, and that he/she/the firm shall not represent any client in any capacity concerning any matter pending against the Authority during the existence of this contract, nor for a six month period following the end/termination of this contract.
- 11.8** The Authority reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision, which may include without limitation disqualification of the applicable Offeror.

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**12. PROTEST PROCEDURES**

**12.1 Protest of Procurement Action:**

**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.

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

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

**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.

**12.2 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.



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

**12.3.1** Hearing before a disinterested person or panel;

**12.3.2** Opportunity to present pertinent information;

**12.3.3** Issuance of a written decision containing findings of fact.

The disinterested person or panel shall not be an employee of the governmental entity against whom the claim has been filed. The findings of fact shall be final and conclusive and shall not be set aside unless the same are (a) fraudulent, arbitrary or capricious; (b) so grossly erroneous as to imply bad faith; or (c) in the case of denial of prequalification, the findings were not based upon the criteria for denial of 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.

**12.4 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.

**12.5 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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**LIST OF ATTACHMENTS**

Attachment 1 – Experience Form

Attachment 2 – Questionnaire

Attachment 3 - Minority and Women-Owned Business Participation Compliance Form

Attachment 4 – Section 3 Certification and Compliance Forms

Attachment 5 – Price Proposal Form

Attachment 6 - Form HUD-5369 C, Representations, Certifications and Other Statements of Offerors

Attachment 7 – Authorization for Verification of References

Attachment 8 - Statement of Offeror’s Qualifications (If information previously provided, please indicate Tab and Attachment number on form)

Attachment 9 - Conflict of Interest Statement

Attachment 10 – W-9 Form

Attachment 11 – Non-Collusive Affidavit

Attachment 12 - Form HUD 5369-B Instructions to Offerors

Attachment 13 – Form HUD 5370-CI General Conditions for Non-Construction Contracts

Attachment 14 – Sample Contract

Attachment 15 – PRHA LIPH Properties Information and Maps

**NOTE: No Mail, Facsimile or Email proposals will be accepted.**

## ATTACHMENT 1

**Please complete a form for each organization provided LIPH Asset Repositioning services in the last five (5) years. Do not exceed 10 firms.**

### Experience Form

Name:

Address:

Development Size (# Units or acres):

Services Provided:

Owner's Name:

Address:

Phone Number:

E-mail Address:

Contact:

Final or current Contract Amount:

Projected and Actual Completion Dates:

Description, i.e. Housing (Market, Tax Credit or Low-Income Income), Commercial, etc.:

## ATTACHMENT 2 - QUESTIONNAIRE

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

1. Has your organization, any principal of your organization, or any “Affiliated Entity” (i.e. an entity of which your organization or one or more principals of your organization serves or served as general partner, managing member, or manager, or an entity in which your organization or the principal[s] of your organization (individually or collectively) have or had a greater than 50% interest):

a. ever been terminated on a contract for cause?

Yes \_\_\_ No \_\_\_

b. within the last five years, made payment on a contract for damages?

Yes \_\_\_ No \_\_\_

2. Has your organization, any principal of your organization, or any Affiliated Entity, in the last three years, received a final order for willful and/or repeated violation(s) issued by any government agency?

Yes \_\_\_ No \_\_\_

3. In the last ten years, has your organization, any principal of your organization, or any Affiliated Entity, had any judgment entered against it or them for any claim sounding in breach of contract, tortious interference with contract or a contract expectancy, discrimination, or fraud?

Yes \_\_\_ No \_\_\_

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

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

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

a. ever been found guilty on charges relating to conflict of interest?

Yes \_\_\_ No \_\_\_

## ATTACHMENT 2 - QUESTIONNAIRE

b. ever been convicted on criminal charges relating to contracting or bribery?

Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

**ATTACHMENT 3**

**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 Prime is 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 Prime is 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 or women-owned business”, the business must be so certified by the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia or like entity. PRHA will provide assistance in the certification process.

**ATTACHMENT 3**

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

## Section 3 Business Concern Certification for Contracting

---

**Instructions:** Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

### Business Information

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Name of Business Owner \_\_\_\_\_

Phone Number of Business Owner \_\_\_\_\_

Email Address of Business Owner \_\_\_\_\_

### Preferred Contact Information

Same as above

Name of Preferred Contact \_\_\_\_\_

Phone Number of Preferred Contact \_\_\_\_\_

### Type of Business (select from the following options):

Corporation

Partnership

Sole Proprietorship

Joint Venture

### Select from **ONE** of the following three options below that applies:

At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 4).

At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 4).



---

**Business Concern Affirmation**

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to Portsmouth Redevelopment and Housing Authority may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

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

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

\*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

**FOR ADMINISTRATIVE USE ONLY**

Is the business a Section 3 business concern based upon their certification?

**YES**       **NO**

**EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.**

**Portsmouth Redevelopment and Housing Authority**  
**Section 3 Income Limits**

**Eligibility Guidelines**

The worker’s income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

**Individual Income Limits**

FY 2023 Income Limit Area	Income Limits Category	FY 2023 Income Limits
	Extremely Low Income Limits (30%)	\$20,800
City of Portsmouth, VA	Very Low Income Limits (50%)	\$34,650
	Low Income Limits (80%)	\$55,450

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

**Section 3 Worker Definition:**

- A low or very low-income resident (the worker’s income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

**Targeted Section 3 Worker Definition:**

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - A resident of public housing; or
  - A resident of other public housing projects or Section 8-assisted housing; or
  - A YouthBuild participant.



## Section 3 Business Concern Certification for Contracting

---

**Instructions:** Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

### Business Information

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Name of Business Owner \_\_\_\_\_

Phone Number of Business Owner \_\_\_\_\_

Email Address of Business Owner \_\_\_\_\_

### Preferred Contact Information

Same as above

Name of Preferred Contact \_\_\_\_\_

Phone Number of Preferred Contact \_\_\_\_\_

### Type of Business (select from the following options):

Corporation

Partnership

Sole Proprietorship

Joint Venture

### Select from **ONE** of the following three options below that applies:

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---

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

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**Portsmouth Redevelopment and Housing Authority**  
**Section 3 Income Limits**

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The worker’s income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

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FY 2023 Income Limit Area	Income Limits Category	FY 2023 Income Limits
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  - A resident of public housing; or
  - A resident of other public housing projects or Section 8-assisted housing; or
  - A YouthBuild participant.



ATTACHMENT 5 - PRICE PROPOSAL

Price Proposal

Property Location	Point of Contact	Lawn Acres	# of Cycles	Base Year		Option Year 1		Option Year 2		Option Year 3		Option Year 4		Total All Years
				Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	
Dale Homes, including Office & compound 1729 Columbus Avenue (physical address)	Mr. Graylin Stokes Paul Revere Drive 391-3051	218 757-	24	16										
Flower Beds			As Located	3										\$ -
Bushes			As Located	8										\$ -
Weed Control			As Located	As Needed										\$ -
Mulch Removal			As Located	1										\$ -
Spring & Fall Cleanup				2										\$ -
Fence Line Cleaning			As Located	As Needed										\$ -
Lexington Place 218 Paul Revere Drive	Mr. Graylin Stokes Paul Revere Drive 391-3051	218 757-	4	16										\$ -
Flower Beds			As Located	3										\$ -
Bushes (Inc. Roses)			As Located	8										\$ -
Weed Control			As Located	As Needed										\$ -
Mulch Removal			As Located	1										\$ -
Spring & Fall Cleanup				2										\$ -
Swanson Homes 1746 South Street	Mr. Graylin Stokes Paul Revere Drive 391-3051	218 757-	7	16										\$ -
Flower Beds			As Located	3										\$ -
Bushes			As Located	8										\$ -
Weed Control			As Located	As Needed										\$ -
Mulch Removal			As Located	1										\$ -
Spring & Fall Cleanup				2										\$ -
Westbury Cottages (between Godwin, South, Clifford)	Ms.Layla Jimenez Phoebus Street 391-2971	606 757-	1.4	16										\$ -
Flower Beds			As Located	3										\$ -
Bushes			As Located	8										\$ -
Weed Control			As Located	As Needed										\$ -
Mulch Removal			As Located	1										\$ -
Spring & Fall Cleanup				2										\$ -
Phoebus Square	Ms.Layla Jimenez Phoebus Street 391-2971	606 757-	16.3	16										\$ -
Flower Beds			As Located	3										\$ -
Bushes			As Located	8										\$ -
Weed Control			As Located	As Needed										\$ -
Mulch Removal			As Located	1										\$ -
Spring & Fall Cleanup				2										\$ -

ATTACHMENT 5 - PRICE PROPOSAL

Price Proposal

Property Location	Point of Contact	Lawn Acres	# of Cycles	Base Year		Option Year 1		Option Year 2		Option Year 3		Option Year 4		Total All Years	
				Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year		
Hope Village 611 Sixth St (physical address)	Ms.Layla Jimenez Phoebus Street 391-2971	606													
		757-	2	16											
			As Located	3											\$ -
			Bushes	As Located	8										\$ -
			Weed Control	As Located	As Needed										\$ -
			Mulch Removal	As Located	1										\$ -
			Spring & Fall Cleanup		2										\$ -
Westbury - King Square (Between County, King, Twine and Armstrong)	Ms.Layla Jimenez Phoebus Street 391-2971	606													
		757-	3.9	16											
			As Located	3											\$ -
			Bushes	As Located	8										\$ -
			Weed Control	As Located	As Needed										\$ -
			Mulch Removal	As Located	1										\$ -
			Spring & Fall Cleanup		2										\$ -
Seaboard Square I	Ms. Irene Rodriguez Berkley Avenue 2981	2847													
		757-391-	8	16										\$ -	
		Seaboard Square II		6	16										\$ -
		SS I Flower Beds		As Located	3										\$ -
		SSII Flower Beds, Tree Line		As Located	3										\$ -
		SSI Bushes		As Located	8										\$ -
		SSII Bushes		As Located	8										\$ -
		Weed Control		As Located	As Needed										\$ -
		Pond Area		2	16										\$ -
		Rain Garden		As Located	3										\$ -
		Mulch Removal		As Located	1										\$ -
		Spring & Fall Cleanup			2										\$ -
Westbury - Pine Street (between Rutter, Crabapple, County and Bismarck Myrick)	Ms. Irene Rodriguez Berkley Avenue 2981	2847													
		757-391-	4.4	16										\$ -	
			As Located	3										\$ -	
			Weed Control	As Located	As Needed										\$ -
			Bushes	As Located	8										\$ -
			Pond Area	2	16										\$ -
			Spring & Fall Cleanup		2										\$ -

ATTACHMENT 5 - PRICE PROPOSAL

Price Proposal

Property Location	Point of Contact	Lawn Acres	# of Cycles	Base Year		Option Year 1		Option Year 2		Option Year 3		Option Year 4		Total All Years			
				Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year				
<b>Hamilton Place I and II</b>	Ms. Victoria Sledge-Bunch 1025 Patriot Way 391-2918	757- 5.4	16											\$			
<b>Hamilton Place II</b>				5.4	16											\$	
<b>HPI Flower Beds</b>				As Located	3											\$	
<b>HPII Flower Beds</b>				As Located	3											\$	
<b>HPI Bushes</b>				As Located	8											\$	
<b>HPII Bushes</b>				As Located	8											\$	
<b>Weed Control</b>				As Located	As Needed												\$
<b>Pond Area</b>				2	16												\$
<b>Mulch Removal</b>				As Located	1												\$
<b>Spring &amp; Fall Cleanup</b>					2												\$
<b>Westbury - Holley Square (Bismarck Myrick &amp; Chisholm Cresents, between Godwin, Armstrong, County, Columbia)</b>	Ms. Victoria Sledge-Bunch 1025 Patriot Way 391-2918	757- 6.3	16											\$			
<b>Flower Beds</b>				As Located	3											\$	
<b>Bushes</b>				As Located	8											\$	
<b>Weed Control</b>				As Located	As Needed											\$	
<b>Mulch Removal</b>				As Located	1											\$	
<b>Spring &amp; Fall Cleanup</b>					2											\$	
<b>PRHA Administrative Offices</b>				Mr. Bill Cobb/Ms. Lynette Blow 3116 South Street 757-391-2912/757-391-2954	6.3	16											\$
<b>Flower Beds</b>	As Located	3														\$	
<b>Bushes</b>	As Located	8														\$	
<b>Weed Control</b>	As Located	As Needed														\$	
<b>Mulch Removal</b>	As Located	1														\$	
<b>Spring &amp; Fall Cleanup</b>		2														\$	
<b>Filtterra System Cleaning</b>		2														\$	



**ATTACHMENT 5 - PRICE PROPOSAL**

**Price Proposal**

Property Location	Point of Contact	Lawn Acres	# of Cycles	Base Year		Option Year 1		Option Year 2		Option Year 3		Option Year 4		Total All Years
				Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	
<b>Additional Services</b>														
<b>Service</b>	<b>Unit of Measure</b>			<b>Base Year</b>		<b>Option Year 1</b>		<b>Option Year 2</b>		<b>Option Year 3</b>		<b>Option Year 4</b>		<b>Total All Years</b>
				Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	Cost per Cycle	Cost per Year	
Aerate - PRHA Properties	Man Hours or Square Ft.													\$ -
Topsoil - PRHA Properties	Cubic Yard													\$
Grass Seed and Straw - PRHA Properties	Square Feet													\$
Tree Removal	Per Tree													\$
Snow Plowing	Per Hour													\$
Sand/Salt	Cubic Yard													\$ -

# Certifications and Representations of Offerors

## Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

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

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

**ATTACHMENT 7**

**AUTHORIZATION FOR VERIFICATION OF REFERENCES**

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

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Printed Name and Address of Offeror

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Printed Name and Title of Authorized Representative or Official of Offeror

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Signature of Authorized Representative or Official of Offeror

Date

**ATTACHMENT 8**

STATEMENT OF OFFEROR'S QUALIFICATIONS

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

1. Name of firm \_\_\_\_\_
2. Business address \_\_\_\_\_
3. When organized \_\_\_\_\_
4. Where incorporated \_\_\_\_\_
5. How many years have you engaged in the contracting business under your present firm or trading name? \_\_\_\_\_
6. Will you, upon request, fill out a detailed financial statement and provide this to PRHA? \_\_\_\_\_
7. Contracts now on hand, gross amount \$ \_\_\_\_\_
8. Experience and qualification of personnel to be assigned to this project. (Attach separate sheet under Tab 1)
9. Have you ever refused to sign a contract at your original proposal price? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach reason.
10. Have you ever defaulted on a contract? Yes \_\_\_ No \_\_\_  
If yes, please attach reason.
11. List of contracts. Attach a separate sheet listing the following information on similar contracts received within the past five years. It is not required to list more than ten (10) contracts: Organization name, location, address, dollar value, brief description of contract, and date completed. (This information should be provided on your completed Attachment 1 – Experience forms under Tab 2.)
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 Proposer's Qualifications.

**ATTACHMENT 8**

13. List your major equipment available for this Contract. Attach a separate sheet.

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

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

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

17. Are you a Section 3 Certified Business? Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal/Owner

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ATTACHMENT 9

### 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.

## ATTACHMENT 9

### **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 9

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 venture 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 9**

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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 Offeror

---

Date

---

Signature of Authorized Official of Offeror

---

Date

# 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.

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

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is 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>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

## 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.

<b>Sign Here</b>	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 . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • 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.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	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), ABLE 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)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
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*
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.



**ATTACHMENT 11 - FORM OF NON-COLLUSIVE AFFIDAVIT**

**AFFIDAVIT**  
**(Prime Bidder/Offeror)**

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 11 - FORM OF NON-COLLUSIVE AFFIDAVIT**

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

#### **7. Contract Award**

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

(b) The HA may

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

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

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

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

#### **8. Service of Protest**

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

#### **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

# 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)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$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

- 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.

## ATTACHMENT 14 – FORM OF CONTRACT

**THIS AGREEMENT** made this day of in the year Two Thousand and Twenty-three by., a corporation organized and existing under the laws of the State 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, approvals and services as outlined in the proposal to the Authority (Proposal), as and to the extent requested by Authority in accordance with Article 3 below. All work performed must be in strict accordance with the Request for Proposal (RFP) entitled "Consultant – Housing Assets Repositioning Services" The Contractor shall perform any and all work in a good and workmanlike manner, consistent with all applicable professional standards, Federal or state law or regulations and such other standards or requirements as the Authority may request.

The Contractor recognizes that, pursuant to the terms of the RFP, that this Contract shall not be deemed to give the Contractor the exclusive right to perform all Repositioning Consulting services for the Authority.

**ARTICLE 2. CONTRACT PRICE.** Subject to the terms and conditions hereof, the Authority shall pay the Contractor for the performance of satisfactory services under this Contract, in current funds, the rates negotiated. Provided however, that the price paid by Authority hereunder shall not exceed \$.

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

**ARTICLE 3. COMPLETION DATE.** The Contractor shall agree to complete this work as specified by the Proposal. This Contract shall not otherwise be amended except by a written instrument executed by both parties.

**ARTICLE 4. CONTRACT TERM.** This contract shall commence on the date first stated above and shall continue for two (2) years with three (3) annual option years at the Authority's sole discretion. All terms and conditions of this Contract shall continue to apply to any period of continuation.

During the Term, Contractor and its employees performing work hereunder shall remain in good standing with all applicable governmental and/or professional licensing

## **ATTACHMENT 14 – FORM OF CONTRACT**

requirements. Any failure so to do shall be grounds for immediate termination of this Contract by the Authority. Contractor shall not be entitled to compensation for work performed hereunder for which the firm (or the applicable employee[s]) was not appropriately licensed and in good standing.

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

- a. This Instrument and all forms and attachments
- b. RFP 2023-03 and all forms and attachments
- c. Proposal
- d. HUD-5370C, Section I - General Conditions (Non-Construction)
- e. Resolution # dated

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

### **ARTICLE 6. 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 5370C-General Conditions (Non-Construction) Sections I & II (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 7. HOLD HARMLESS.** The Contractor shall save and hold the Authority, its Commissioners, officers, employees, servants, agents and other contractors harmless from any and all claims, damages, costs, fines, fees and/or expenses resulting, directly or indirectly, from the performance, non-performance or misperformance of this Contract by the Contractor and/or its officers, employees, agents, servants or contractors.

## **ATTACHMENT 14 – FORM OF CONTRACT**

**ARTICLE 8. 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 9. TERMINATION OF CONTRACT FOR CONVENIENCE.** Independent of Article 7, 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 5370C-General Conditions Non-Construction.

**ARTICLE 10. ASSIGNS/SUCCESSORS**

This Contract shall not be assigned except with the prior written approval of the Authority. This Agreement shall be binding upon all assigns approved by the Authority, and successors of both parties hereto.

**ARTICLE 11. 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

**ARTICLE 12. FORCE MAJURE**

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. 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.

## ATTACHMENT 14 – FORM OF CONTRACT

### **ARTICLE 14. 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 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.

**ATTACHMENT 14 – FORM OF CONTRACT**

**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:

Address  
Attn:  
Facsimile:  
Email:

[SIGNATURES ON NEXT PAGE]

**ATTACHMENT 14 – FORM OF CONTRACT**

**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 VA 23707

\_\_\_\_\_  
(Corporate Seal)



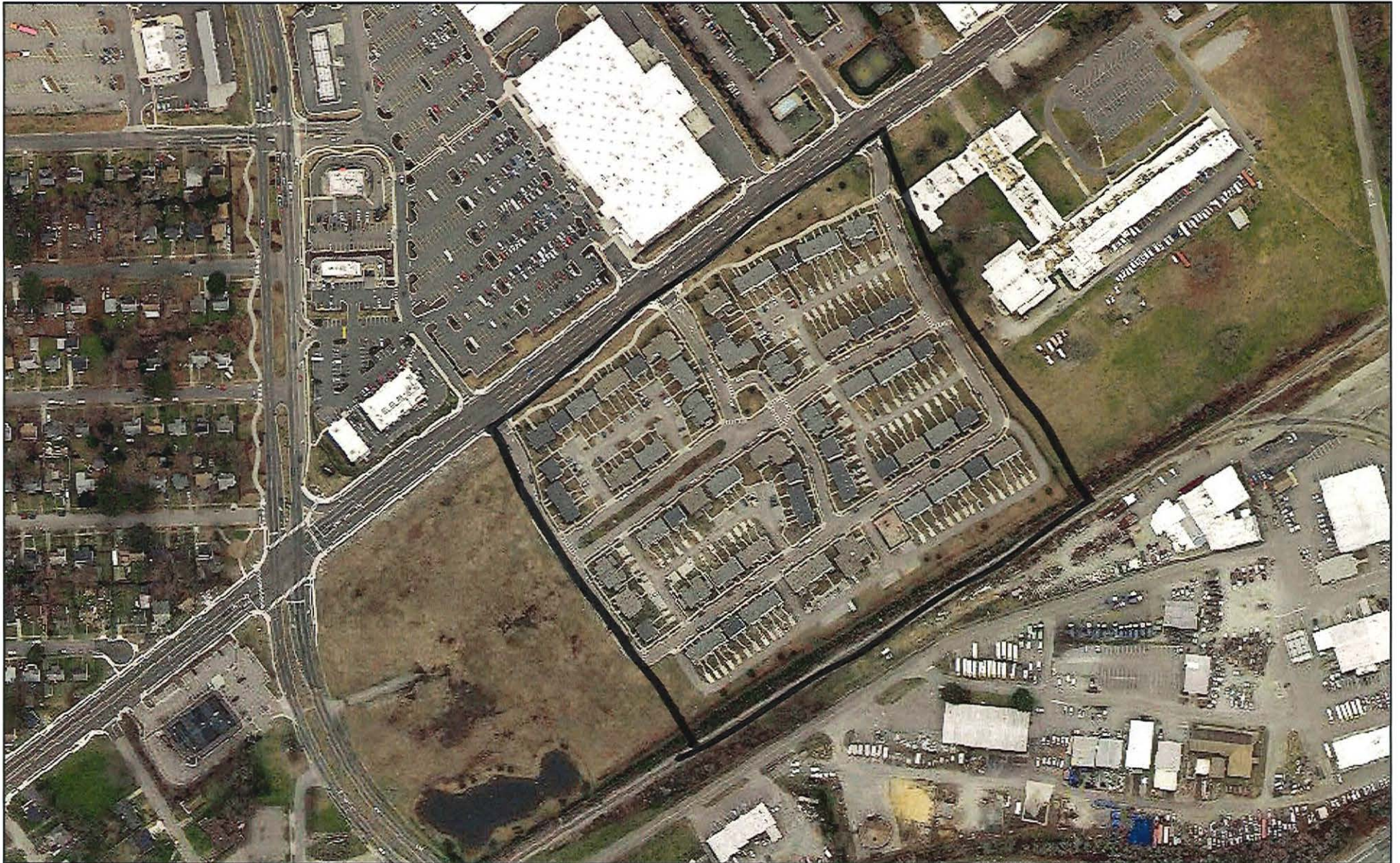
**ATTACHMENT 16  
PRHA PROPERTIES MAPS**

**PRHA LIPH PROPERTIES**

<b>Community</b>	<b>Community Boundaries</b>
Westbury Cottages	South, Richmond, Clifford and Godwin Streets
Westbury Pine Street	County, Bismarck Myrick, Rutter and Crabapple Streets
Westbury Holley Square	Bismarck Myrick and Chisholm Circles, Elm Avenue, County, Godwin and Columbia Streets
Seaboard Square I & II,	Turnpike Road, Depot Drive, Preston and Berkley Avenue



# Seaboard Square I & II



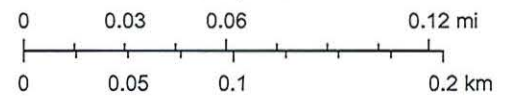
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Portsmouth 9 Inch

Red: Band\_1

Green: Band\_2

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ArcGIS Web AppBuilder

Pictometry, City of Portsmouth | city of portsmouth | City of Portsmouth, Virginia | City of Chesapeake, City of Portsmouth, VITA, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA |



# Swanson Homes & Westbury Cottages



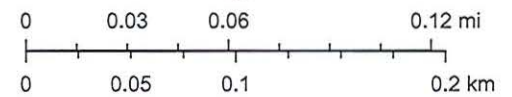
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Portsmouth 9 Inch

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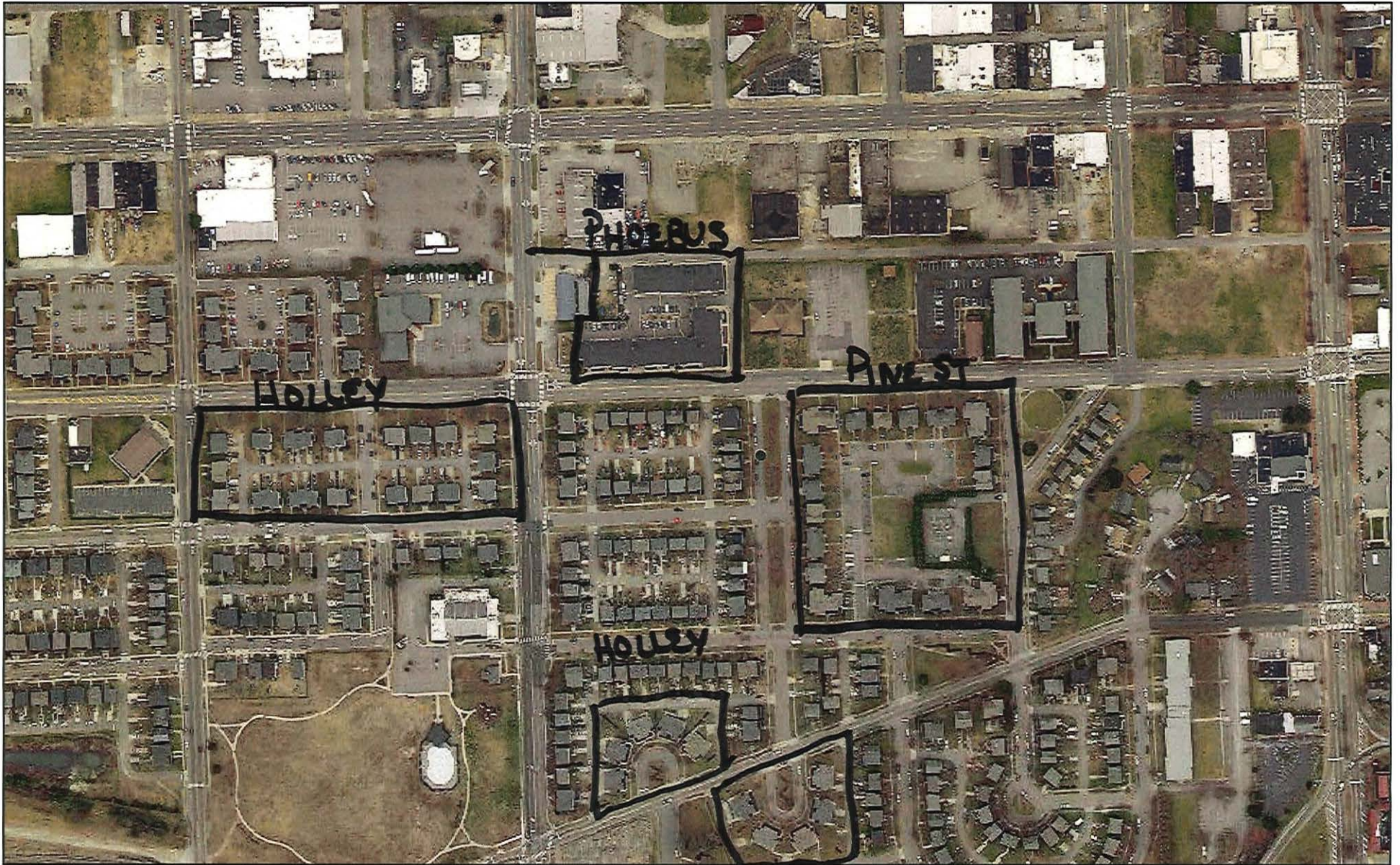


Pictometry, City of Portsmouth, City of Chesapeake, City of Portsmouth,

ArcGIS Web AppBuilder



# Westbury - Pine St, Holley Sq & Phoebus Sq



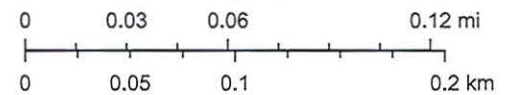
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Portsmouth 9 Inch

Red: Band\_1

Green: Band\_2

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Pictometry, City of Portsmouth, City of Chesapeake, City of Portsmouth,

ArcGIS Web AppBuilder

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