



**Norfolk Redevelopment and
Housing Authority**

**Request for Proposal
PR2528-148-26**

for

Pest Control Services

October 8, 2025

Contracting Opportunities – BONFIRE INTERACTIVE PORTAL

Contractors and Vendors,

NRHA has partnered with Bonfire Interactive to create a new procurement portal that will allow you to receive notifications of business opportunities and submit bids and proposals to NRHA electronically.

Vendors and contractors are requested to visit the NRHA Purchasing Department website URL at <https://nrha.us/> then follow the link to the Bonfire Vendor Registrations page to register your company. The direct link is also provided <https://nrha.bonfirehub.com/portal/?tab=openOpportunities>

Registration is free and easy. Please be sure to select NIGP codes associated with your type of business or organization. Our solicitations will be set up using those codes and will be matched to vendors and contractors with the same codes.

Norfolk Redevelopment and Housing authority is excited about the changes we are making to streamline our electronic bid process and we look forward to continuing our good relationship with your and appreciate your interest.

Should you have any questions, please contact Brian White at bwhite@nrha.us or 757-314-2082.

Thank you for doing business with the Norfolk Redevelopment and Housing Authority.

RFP PR2528-148-26**GENERAL INFORMATION FORM**

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: **Roxanne Potts, e-mail: rpotts@nrha.us**. Deadlines for questions are **Friday, October 24, 2025 at 3:00 PM**. No question shall be answered after that date.

DUE DATE: Proposals must be submitted through the Bonfire Interactive Portal (see prior page for information). will be received until **Friday, November 7, 2025, 2025, 2052 at 3:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals must be submitted through the **Bonfire Interactive Portal** (see prior page for information).

In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

PRE-PROPOSAL CONFERENCE: See Section VIII for information regarding a pre-proposal conference.

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

_____ Large

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

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

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

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

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

Table of Contents

Section	Page
I. PURPOSE	2
II. CONTRACT PERIOD	2
III. BACKGROUND	2
IV. STATEMENT OF NEED	2
V. BILLING SPECIFICATIONS	10
VI. PROPOSAL PREPARATION AND SUBMISSION	12
VII. SELECTION CRITERIA AND AWARD	14
VIII. PRE-PROPOSAL CONFERENCE	15
IX. AMENDMENT	16
X. CONTRACT ADMINISTRATION	16
XI. GENERAL CONDITIONS OF THE CONTRACT	16
XII. SPECIAL CONTRACT REQUIREMENTS	16
XIII. ATTACHMENTS	19

**SOLICITATION, OFFER AND AWARD**Page of
1Page
19

1. CONTRACT NUMBER	2. SOLICITATION NUMBER PR2528-148-26	3. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP) ☐ SOLE SOURCE	4. DATE ISSUED October 8, 2025	5. CHANGE/TASK NUMBER
6. ISSUED BY Norfolk Redevelopment and Housing Authority Purchasing Services Office 555 E. Main Street, 17th Floor Norfolk, VA 23510			7. SUBMIT INVOICES TO: INVOICES@NRHA.US	

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

8. Proposals must be submitted through the Bonfire Interactive Portal (see prior page for information).until **Friday, November 7, 2025 at 3:00 p.m.** local time. CAUTION: LATE Submissions, Modifications, Withdrawals: All offers are subject to all terms and conditions contained in this solicitation.

9. FOR INFORMATION CALL:	A. NAME Roxanne Potts, VCA, A.P.P.	B. TELEPHONE (NO COLLECT CALLS)			C. EMAIL ADDRESS rpotts@nrha.us
	AREA CODE 757	NUMBER 314-2044	EXT		

10. TABLE OF CONTENTS

SEC	DESCRIPTION	PAGE	SEC	DESCRIPTION	PAGE
I.	PURPOSE	2	VII.	SELECTION CRITERIA AND AWARD	14
II.	CONTRACT PERIOD	2	VIII.	PRE-PROPOSAL CONFERENCE	15
III.	BACKGROUND	2	IX.	AMENDMENT	15
IV.	STATEMENT OF NEED	2	X.	CONTRACT ADMINISTRATION	16
V.	BILLING SPECIFICATIONS	10	XII.	SPECIAL CONTRACT REQUIREMENTS	16
VI.	PROPOSAL PREPARATION AND SUBMISSION	12	XIII.	ATTACHMENTS	19

OFFER (Must be fully completed by offeror)

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

12. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
	13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			
	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

14A. NAME AND ADDRESS OF OFFEROR	SCC #:	TAX ID:	15 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN	
14B. TELEPHONE NUMBER		14C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER SUCH ADDRESS IN SCHEDULE. ☐	16. SIGNATURE	17. OFFER DATE
AREA CODE	NUMBER			

AWARD (To be completed by NRHA)

18. AWARD AMOUNT: \$	19. PERIOD OF PERFORMANCE:	
	20. NRHA ACCOUNTING DATA: ☒ Funded ☐ Incrementally Funded via Task Orders	
21. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	22. NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY (Signature of Contracting Officer)	23. AWARD DATE



I. PURPOSE

Norfolk Redevelopment and Housing Authority, hereafter referred to as NRHA, hereby seeks to obtain one qualified Contractor to provide Pest Control Services at four (4) NRHA public housing properties and three (3) Senior Midrise in the City of Norfolk, Virginia.

Final date for questions is Friday, October 24, 2025 at 3:00 PM via email at rpotts@nrha.us. After this date, questions will not be accepted.

II. CONTRACT PERIOD

Any pricing schedule submitted in response to this solicitation shall be valid for 120 days. At the end of the 120, days the offer may be withdrawn at the written request of the bidder. If the offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

NRHA anticipates awarding a five (5) year contract, base plus four one-year options. Exercise of option years will be based on availability of funds and satisfactory performance of the contractor. The scope of this project may be extended to other NRHA Properties.

OPTION EXERCISE - The contractor will be notified within sixty (60) days prior to the end of the contract whether an option year will be exercised, or not. Option exercise is the sole right and prerogative of the Authority. The contractor shall be obligated by proposal submission for the base year and each option year.

III. BACKGROUND

Founded in 1940, NRHA is the largest redevelopment and housing authority in Virginia and is a national leader in real estate development and property management. NRHA currently serves 2,541 households and offers affordable quality apartment living opportunities throughout Norfolk.

IV. STATEMENT OF NEED

NIGP Commodity Code(s) for this effort are: 67554, 91059, 98872.

The Contractor shall provide all labor, equipment, tools, materials, supplies and incidentals to perform treatment and extermination services of all pests in accordance with all EPA, OSHA regulations, and U.S. Department of Housing and Urban Development's Guidance on Integrated Pest Management (IPM) (**Attachment A**).

Contractor must provide services in a manner that demonstrates sensitivity to the fact that NRHA properties are primarily residential in nature and that the needs of the residents are the foremost priority. Contractor must follow IPM Pest Control Service Guidelines described in Attachment A, except where Contractor specifically identifies situations where it follows alternative guidelines.

A. Definitions:

1. CRO - Community Resource Officer space and "TMC" means Tenant Management Corporation space.
2. Common Areas - Lobbies, sitting areas, laundry rooms, stairwells, elevators, trash chute rooms, bathrooms, and hallways.
3. Management Spaces - Offices, staff kitchen areas or break rooms, storerooms, closets, and associated management area hallways.
4. Recreational Centers - Recreational spaces/rooms, gymnasiums, kitchens, meeting rooms, bathrooms, hallways, and any associated clinics, offices, lobbies, and sitting areas.
5. Maintenance - Maintenance offices, shops, kitchens, break rooms, storerooms, boiler rooms, HVAC equipment rooms, trash rooms, and associated hallways.

B. Communities/Buildings that require extermination service, definite items of the contract:

1. Diggs Town:

Diggs Town (including the Learning Center), located at 1619 Vernon Dr, Norfolk, VA 23523, is a NRHA Family Community complete with a separate Learning and Recreational Centers. Areas to be treated include but are not limited to the following:

- a. 44 – One-bedroom units
- b. 99 – Two-bedroom units
- c. 106 – Three-bedroom units
- d. 74 – Four-bedroom units
- e. Learning Center
- f. Recreation Center
- g. Office – Management and Maintenance

2. Young Terrace:

Young Terrace (including the Learning Center), located at 814 Whitaker Ln, Norfolk, VA 23510, is a NRHA Family Community complete with a separate Learning and Recreational Centers. Areas to be treated include but are not limited to the following:

- a. 139 – One-bedroom units
- b. 377 – Two-bedroom units
- c. 228 – Three-bedroom units
- d. 01 – Four-bedroom units
- e. Learning Center
- f. Recreation Center
- g. Offices – Management and Maintenance

3. Calvert Square:

Calvert Square (including the Learning Center), located at 900 Bagnall Rd, Norfolk, VA 23504, is a NRHA Family Community complete with a separate Learning and Recreational Centers. Areas to be treated include but are not limited to the following:

- a. 50 – One-bedroom units
- b. 162 – Two-bedroom units
- c. 92 – Three-bedroom units
- d. 04 – Four-bedroom units
- e. Learning Center
- f. Recreation Center
- g. Offices – Management and Maintenance

4. Oakleaf Forest:

Oakleaf Forest (including the Learning Center), located at 1701 Greenleaf Dr, Norfolk, VA 23523, is a NRHA Family Community complete with a separate Learning and Recreational Centers. Areas to be treated include but are not limited to the following:

- a. 36 – One-bedroom units
- b. 86 – Two-bedroom units
- c. 92 – Three-bedroom units
- d. 13 – Four-bedroom units
- e. 27 – Five-bedroom units
- f. 02 – Six-bedroom units
- g. 01 – Seven-bedroom units
- h. Learning Center
- i. Recreation Center
- j. Offices – Management and Maintenance

5. Hunter Square:

Hunter's Square, located at 825 Goff St, Norfolk, VA 23504, is an NRHA Senior & Disabled Midrise community. Areas to be treated include but are not limited to the following:

- a. 83 – One-bedroom units (5 ADA-accessible)
- b. 08 – Two-bedroom units (4 ADA-accessible)
- c. 06 – Two Laundry rooms on each floor
- d. Community Room
- e. Community Kitchen
- f. Supply Closets in Hallways
- g. Offices – Management and Maintenance

6. Bobbitt:

Bobbitt, located at 5920 Poplar Hall Dr, Norfolk, VA 23502, is an NRHA Senior & Disabled Midrise community. Areas to be treated include but are not limited to the following:

- a. 74 – One-bedroom units (8 ADA-accessible)
- b. 10 – Two-bedroom units (1 ADA-accessible)
- c. 02 – Laundry rooms
- d. Community Room
- e. Lobby
- f. Community Kitchen
- g. Offices – Management and Maintenance

7. North Wellington:

North Wellington, is 25 individual units located in close proximity of our Bobbitt midrise.

- a. 20 – Three-bedroom units (2 wheelchair accessible)
- b. 05 – Four-bedroom units

8. Sykes:

Sykes, located at 555 E. Liberty St, Norfolk, VA 23523, is an NRHA Senior & Disabled Midrise community. Areas to be treated include but are not limited to the following:

- a. 77– One-bedroom units (7 ADA-accessible)
- b. 07 – Two-bedroom units (1 ADA-accessible)
- c. 02 - Community Kitchens
- d. 03 – Laundry Rooms
- e. Lobby/Sitting areas
- f. Supply closets
- g. Community Room
- h. Offices – Management and Maintenance

C. Categories of Services: Contractor shall perform the following tasks for the buildings listed above.

1. **Initial Inspection:** Conduct an initial inspection during the first 30 days of the contract or when being assigned new properties. The initial inspection is for the contractor to evaluate the needs of the premises and to present findings to the NRHA Technical Contract Representative.

The following specific points shall be addressed;

- a. Identification of problem areas in and around the building;
- b. Discussions of effectiveness of previous efforts;
- c. Contractor access and coordination to all necessary areas;
- d. Establish locations for routine monitoring in common areas; and

- e. Information for the contractor of any restrictions or special safety precautions.
- 2. Access:** Escorts will not be available for Contractor work under this contract. For each day that site work is scheduled, at the beginning of the site visit, Contractor shall pick up a key, or keys, from the Property Management Office or designated point of contact for the property. Keys are to be turned back in at the end of the site visit on a daily basis. At no time are keys to be kept with the Contractor personnel at the end of a day.
- 3. Responsibility:** Contractor is responsible for keys in possession of Contractor personnel and shall ensure that such personnel exercise sound judgment and due care. Contractor shall be responsible for any costs associated with lost keys.
- 4. Routine Inspection:** On a quarterly basis, conduct regularly scheduled inspection services for cockroaches, ants and commensal rodents, set out or collect monitoring traps, set out and refresh bait stations and traps must be properly dated and initialed by tech, and determine need for treatment over and above traps and bait stations. Any identified need for treatment and recommendations shall be reported to the Technical Contract Representative on the same day as inspection. If a unit requires treatment after quarterly inspection the technician will return to re-inspect the conditions on the 1st and 2nd month to provide a status update on the pest log. The report shall be in accordance with the reporting requirements of paragraph IV.4.H.herein. Technician required to remove dead roaches during follow-up inspection.
- “Covered pests” are all pests listed on pricing sheet, under non-routine services and treatments, item C through J. The following pests are excluded from this contract: 1) Birds, bats, snakes, and all other vertebrates other than commensal rodents 2) Subterranean termites and other wood destroying organisms 3) Mosquitoes 4) Plant-feeding pests.**
- 5. Treatment:** NRHA will verify and discuss the reported findings and reach an agreement with the contractor as to the treatment plan, pursuant to any report submitted. In accordance with IPM protocols, treatment methods are expected to be conducted in the least toxic manner possible for control or eradication of the infestation. Treatment shall begin immediately upon agreement.
- 6. Emergency Inspection:** Contractor shall conduct emergency inspections and necessary treatment in response to requests by NRHA for corrective action. Emergency Inspections, when requested, are to be performed within eight (8) hours during normal working hours.
- 7. Call-Back Service:** Contractor shall conduct follow-up inspections in response to resident or staff complaints. Routine call-back service shall be conducted within one (1) workday after receipt of notification by NRHA. Call-back service required by NRHA due to contractor need for continuation of a treatment plan that is not clearing a problem area, or areas, will be at no additional charge.
- 8. Unit Turnover Service:** Contractor shall conduct vacant unit inspection and necessary treatment as ordered by NRHA when units are prepared for occupancy.
- 9. Special Service:** Contractor shall conduct inspection and pest control as agreed to by the Contractor and NRHA for pests which includes termite swarmers, stinging insects,

silverfish, arachnids, other arthropods, and snakes not covered by routine inspections as noted in paragraph IV.C.4.

10. Pre-Move/Post-Move Requirement:

- a. All units scheduled for relocation must be inspected and treated (if necessary) within 5 days before resident move-in.
- b. Vacated units must be inspected and treated within 2 days after move-out to prevent spread to adjoining units.

11. Specify Bed Bug Treatment Methods: Require vendors to describe their treatment protocol for bed bugs (chemical vs. thermal remediation). Thermal treatment is preferred for relocation/rehab projects

12. Resident Preparation Support: Vendor are to provide unit preparation instructions (e.g., laundering, decluttering)

D. Integrated Pest Management Plan

Contractor shall submit with its proposal the Integrated Pest Management (IPM) Plan. (see attachment A for guidance) The IPM Plan must be approved by NRHA prior to implementation and incorporation into the final contract. The Contractor shall have five (5) days after contract award to correct any deficiencies in the IPM Plan noted by NRHA. The Contractor shall be responsible for carrying out work according to the approved IPM Plan. At a minimum, the IPM Plan shall consist of the following:

- 1. Materials and Equipment for Service:** The contractor must provide current labels and Safety Data Sheets (SDS) of pesticides to be used, and brand names of pesticides application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest IPM devices or equipment. All pesticides must be pre-approved by NRHA prior to use.
- 2. Method for Monitoring and Surveillance:** The contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessment of pest population levels throughout the term of the contract. The information must include general locations of common area monitoring traps and responsibilities for routinely checking the traps.
- 3. Service Schedule for Each Building or Site:** The Contractor shall provide complete service schedules that include specific day(s) of the week of Contractor visits, and approximate duration of each visit. Contractor's proposal shall assume a monthly treatment per property. If more or less frequent visits may be needed based on inspections and trap results, Contractor shall explain the basis for adjusting the service schedule. Except as otherwise agreed, all work at properties under this contract shall be performed between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, and shall not interfere with daily NRHA operations.
- 4. Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort:** The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

- 5. Commercial Pesticide Applicator Certificates or Licenses:** The Contractor shall identify the personnel providing pest control, including the pest management supervisor. Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract.

E. Updates to IPM Plan

Contractor shall receive prior approval of the NRHA Contracting Officer prior to implementing any subsequent changes to the approved IPM Plan, including additional or replacement pesticides and on-site service personnel. Contractor shall provide licenses for every contractor employee who will be performing on-site services before the employee begins work on NRHA's property. Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to the NRHA for approval.

F. Contractor Personnel

Contractor shall provide qualified, professional pest management personnel who:

1. Understand current practices in the field of pest control and have experience providing pest control services in a residential environment.
2. Conduct themselves in a professional and workmanlike manner, with minimal noise and disruption.
3. Cooperate with the building occupants to assure the progress of this work.
4. Maintain current certification as Commercial Pesticide Applicators in the category of residential and institutional pest control services.
5. While working at NRHA-owned or leased properties, shall wear distinctive uniform clothing that has the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner.
6. Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used.
7. Use only contractor vehicles identified in accordance with state and local regulations.
8. Observes all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.
9. Will comply with all government regulations as are applicable during the time spent on government property.
10. Obtain building passes, if needed, as supplied by the NRHA or appropriate property manager.

11. Contractor shall conduct criminal background checks on all employees prior to being assigned to the resultant contract.

NOTE: Contractor shall have access to a full-time Entomologist who has demonstrated expertise in structural pest control, especially for rodents, bedbugs and cockroaches. Entomologist shall be available to the contractor for routine and emergency consultation.

G. Minimum Standards of Performance

The contractor's performance will be evaluated in accordance with the approved IPM Plan. If pests appear between scheduled treatment, the contractor shall be called back to treat the room(s), or building where the problem occurred.

If the contractor fails to arrive at NRHA installation within one (1) workday after the request for callback service, NRHA reserves the right to obtain the service elsewhere and the cost of such service shall be paid from the contractor's fee covering the period for which the outside service was obtained. This deduction will be supported by a copy of the invoice covering the emergency service obtained elsewhere.

H. Reporting

As part of the services provided under this contract, the collection and transmittal of data collected by the contractor during the work is crucial to the effectiveness in managing the IPM Plan. Contractor shall propose reporting and recordkeeping plans to enable NRHA to monitor Contractor's work in a timely and efficient manner. As a minimum, Contractor is required to collect and submit the reports detailed below. NRHA will review and approve report format prior to contract award.

1. Individual Property Reporting (within one week): Upon completion of each inspection cycle at an NRHA property, Contractor must submit the extermination log with a spreadsheet summary highlighting troubled areas or units within one week after the inspection cycle. For troubled areas, the Individual Property Report shall include, but not be limited to, the following:
 - a. A brief narrative discussing the findings as they relate to an increase or new infestation by unit or apartment number, including recommendations for treatment or preventative measures.
 - b. A cost proposal in accordance with the contract line item(s) for the applicable pest treatment(s) for the affected areas.
 - c. Contractor must submit the report via email in electronic spreadsheet format. Within one week after the quarterly inspection cycle.

NOTE: Work that is not documented or signed by the NRHA Property Manager or designee shall not be invoiced by the Contractor.

2. Treatment Cycle Reporting (within one week): Upon completion of a treatment cycle, Contractor must submit by email a general summary report within one week. The treatment summary reports shall include, but not be limited to the following:

- a. Brief narrative discussing the findings as they relate to an increase or new infestations by unit or apartment number, including recommendation for treatment or preventative measures.
- b. Discuss any findings of deficiencies due to lack of access, inadequate or improper treatments, or recommendations of change to a more effective chemical.

NOTE: Contractor shall submit reports to the Contract Technical Representative. Failure to submit the above reports on time may be considered a material breach of the contract and may be used as basis for termination of the contract.

I. Optional Services: Additional Properties

Extermination services for other NRHA Properties may be required though out the life of the contract. *The addition to the contract of any of the below listed properties, shall be via a modification to the contract, executed by the NRHA Contracting Officer.*

J. Green Adherence Standards

The awardees of contracts under this solicitation will be required to supply products that adhere to and comply with the Commonwealth of Virginia' Executive Order 19. EO 19 requires conservation and efficiency in the operation of state government. Information on EO 19 can be found at:

<http://www.governor.virginia.gov/Issues/ExecutiveOrders/2012/EO-19.cfm>

Awardees must have comprehensive understanding of available green materials and energy efficient products. All products provided under this solicitation must be earth-friendly, sustainable products that not only save significant amounts of water and power but also allow for a more energy efficient living environment. Products provided under this contract, shall whenever possible, adhere to Green Seal criteria for "green products" compliance. Vendors shall offer energy efficient light bulbs, fixtures including but not limited to: CFL, Cold Cathode, LED and Solar LED whenever possible. All products must meet or exceed green cleaning criteria such as being biodegradable and hypoallergenic, using recycled packaging, and containing no phosphates. Information on Green Seal may be found at:

<http://www.greenseal.org>

All products used on NRHA properties will be pre-approved in writing by the NRHA Contracting Officer.

V. BILLING SPECIFICATIONS

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

INVOICES@NRHA.US

- B. Electronic invoicing is in compliance with the Paper Reduction Act of 1995. However, if a contractor can show that the utilization of electronic means for invoicing is causing a

hardship, a waiver may be granted. If you are a small business, you must contact the NRHA Small Business Representative prior to proposal submittal to register as a small business and complete the applicable paperwork.

- C. All invoices shall show the contract number and/or purchase order number; and the federal employer identification number (for proprietorships, partnerships, and corporations).
- D. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.
- E. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- F. NRHA adheres to the prompt payment regulations as listed under 5 CFR Part 1315. The due date for making an invoice payment is as follows:

(1) The later of the following two events:

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

(2) For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

Please refer to the following website for more information on submitting a proper and payable invoice, and when an invoice is considered late:

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

- G. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- H. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, NRHA shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section

do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

VI. PROPOSAL PREPARATION AND SUBMISSION

A. General Requirements:

1. In order to be considered for selection, Offerors must submit a complete response to this RFP. Proposals shall be submitted in two (2) separate volumes, Volume I, Pricing Proposal, and Volume II, Technical Proposal. Proposals shall be submitted electronically in Bonfire <https://nrha.bonfirehub.com/portal/?tab=openOpportunities>). Contact the Buyer listed on the General Information Form for this solicitation to request approval to mail or deliver, a sealed envelope or package submission.

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

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. Blocks 14 A thru Block 17 of the Solicitation, Offer, and Award must be completed by Offeror. All information requested must be submitted. Failure to submit all information requested may result in NRHA requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by NRHA at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each volume shall be separately bound and original shall be bounded separately from the copies.
- c. All past performance shall not be older than five (5) years. Any past performance submitted that is older than five years will not be counted as experience.
- d. Additional information such as company brochures, literature, or other marketing material, will be discarded and not used in the evaluation process. Only the information requested under Section VI, B, Specific Proposal Requirements of this section, will be evaluated. Non-compliant proposals may be removed from the competitive range. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of

the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

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

B. Specific Price Proposal (Volume I) Requirements - Up to 25 points

Price Proposal shall be submitted to bonfire and include the following elements:

1. A fully completed General Information form found on the back of the solicitation cover sheet
2. A Solicitation, Offer and Award form, page 1 of the solicitation, with applicable blocks 11 through 17 completed by the Offeror
3. Attachment D, Pricing
4. Attachment G, Certifications and Representations of Offerors
5. Attachment H, Certificate of Compliance – Section 3
6. Attachment I, W9 form
7. Attachment J, Section 3 Compliance Forms
8. An electronic submission via bonfire of the proposal, including Volume I and Volume II proposals

C. Specific Technical Proposal (Volume II) Requirements:

Technical Proposal shall be submitted to Bonfire. Proposals should be as thorough and detailed as possible so that NRHA may properly evaluate your capabilities and product(s) offered to provide the required services. Each of the elements detailed below should be thoroughly covered by the submitted proposal in order to maximize the evaluation potential. Offerors are required to submit the following information/items as a complete proposal:

TAB A – Integrated Pest Management Plan – Up to 30 points

Offerors shall provide an Integrated Pest Management (IPM) Plan that complies with Attachment A. The IPM plan shall include, but not be limited to, all requirements of paragraph IV.4, herein. (No page limit)

TAB B – Sample Report – Up to 5 points

Offerors shall submit a sample of their report that will be utilized under the resultant contract. The sample report should include, but not be limited to, the elements required by paragraph IV.8, herein. (No page limit)

TAB C – Personnel – Up to 15 points

In addition to the personnel information included in Tab A, IPM Plan, Offerors shall describe their methods of ensuring that employees assigned to the resultant contract meet the minimum requirements as listed in paragraph IV.6 of this solicitation. (Maximum 3 pages)

TAB D – Past Performance – Up to 10 points

Offerors shall complete **Attachment C** for no less than three (3) contracts of similar size and scope of this effort. Contracts shall have been completed or continued work, no older than five (5) years. Any contracts listed that are over five (5) years will not be considered. (Maximum 2 pages per write-up - maximum of 6 pages for this section)

TAB E – References – Up to 10 points

Offerors shall complete **Attachment B** for no less than three (3) references for satisfactorily work completed on project of similar size and scope as this effort. Offerors are cautioned to provide names of individuals who are willing to complete a short questionnaire that will be supplied to them by NRHA. Those questionnaires that are not returned will receive a zero score for this section. (Maximum 3 pages)

TAB F - Relocation or Renovation Project Experience – Up to 5 Points

Offerors should provide experience on relocation or renovation projects, not just pest control in residential settings. The treatment needs to be aggressive and persistent.

NOTE: The failure to not follow the instructions of this section of the solicitation may result in your proposal being removed from the competition for award of a contract. Please review all sections of this solicitation, specifically Sections VI and VII to ensure total compliance.

VII. SELECTION CRITERIA AND AWARD**A. Selection Criteria:**

Proposals will be evaluated by NRHA using the following:

<u>Criteria Value</u>	<u>Maximum Point</u>
1. Integrated Pest Management Plan	30
2. Sample Report	05
3. Personnel	15
4. Past Performance	10
5. References	10
6. Pricing	25
7. Relocation or Renovation Experience	05
Total	100

B. Award:

Selection may be made without discussions with one offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal. However, if it is deemed in the best interest of the agency, NRHA reserves the right to select and invite two or more offerors to return to present oral proposals. Price shall be considered, but need not be the sole determining factor. NRHA may cancel this Request for Proposal or reject proposals at any time prior to an award. Should NRHA determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror without discussions. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation, and the Contractor's proposal as negotiated.

VIII. PRE-PROPOSAL CONFERENCE

- A. A Pre-Proposal conference will be conducted at Grandy Village Learning Center, 2971 Kimball Loop, on **Thursday, October 16, 2025 at 9:00 a.m.** The solicitation requirements will be discussed and any questions or concerns of Offerors will be addressed.
- B. Immediately following the Pre-Proposal conference, a walk-through inspection of properties will begin on Thursday, October 16 and Friday October 17, 2025. The inspection will encompass the all definite item properties. Walk-throughs of the additional properties will be performed when the needed for services arises. The following schedule is set forth; Offerors are encouraged to allow sufficient time to allow proper inspection of each property in order to develop the necessary pricing based on the areas to be covered at each property:

PROPERTY	ADDRESS	INSPECTION TIME
Thursday, October 16, 2025		
Bobbitt Midrise	5920 Poplar Hall Drive	10:00 a.m.
Oakleaf Forest	1701 Greenleaf Drive	11:00 a.m.
Diggs Town	1619 Vernon Drive	12:00 p.m.
Hunter Square Midrise	825 Goff Street	1:00 p.m.
Friday, October 17, 2025		
Calvert Square	900 Bagnall Road	10:00 a.m.
Young Terrace	816 Whitaker Drive	11:00 a.m.



Sykes Midrise	555 E. Liberty Street	12:00 p.m.
North Wellington	TBD	1:00 p.m.

IX. AMENDMENT

Any amendment issued for this solicitation may be accessed at:

www.nrha.norfolk.va.us/opportunities/solicitations/open and www.eVA.virginia.gov

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

X. CONTRACT ADMINISTRATION

- A. For all residential properties, the NRHA Director of Property Management, or the location Property Manager or designee shall be identified as the Technical Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Technical Contract Administrator, or designee, shall determine the amount, quantity, acceptability, and fitness of all aspects of the services and shall decide all other questions in connection with the services. The Technical Contract Administrator, or designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the NRHA Contracting Officer through a written amendment to the contract.

XI. GENERAL CONDITIONS OF THE CONTRACT

Attachment F, form HUD 5370-C; General Conditions for Non-Construction Contracts applies to this solicitation.

XII. SPECIAL CONTRACT REQUIREMENTS

A. Section 3 Clause

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The Contractor is responsible for making every effort to ensure that employees from NRHA Section 3 residents have first right of refusal when hiring new employees under this contract.
3. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by the execution of this contract, the

parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

4. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 5. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
 6. The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed, and 2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
 7. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 8. With respect to work performed in connection with Section 3 covering housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- B. § 2.2-4311.2 – Virginia Public Procurement Act; Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.
1. A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

2. A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in your bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
 3. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.
 4. Any business entity described in subsection A that enters into a contract with NRHA pursuant to this law shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
 5. NRHA may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. (2010, c. 634.)
- C. Cooperative Procurement (Contract available for use by other public entities):
1. This procurement is being conducted by Norfolk Redevelopment and Housing Authority (NRHA or the Authority) in accordance with the provisions of *Virginia Code* § 2.2-4304. Except for contracts for architectural, engineering services and construction, if agreed to by the Contractor(s), Supplier(s) or Contractor(s), henceforth referred to as the Contractor, other public bodies may utilize the resultant contract(s), henceforth referred to as the contract. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms.
 2. The Contractor shall notify NRHA in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract.
 3. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. NRHA shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that NRHA is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.
- D. The following documents shall form a part of this solicitation and are available for download at the NRHA website:



1. The Commonwealth of Virginia Vendors Manual

<https://eva.virginia.gov/pages/eva-vendors-manual.htm>

2. NRHA's Terms and Conditions

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

XIII. ATTACHMENTS

Attachment A - U.S. Department of Housing and Urban Development's Guidance on Integrated Pest Management

Attachment B - References

Attachment C – Past Performance

Attachment D - Pricing Schedule

Attachment E - HUD-5369B - Instructions to Bidders for Contracts

Attachment F - HUD-5370-C General Conditions for Non-Construction Contracts

Attachment G - Certifications and Representation of Offerors

Attachment H - Certificate of Compliance – Section 3

Attachment I - W9 Form

Attachment J – Section 3 compliance Forms

Attachment K – Relocation or Renovation Experience



**Attachment A - U.S. Department of Housing
and Urban Development's Guidance on
Integrated Pest Management**



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

SPECIAL ATTENTION OF:

Regional Directors; State and Area
Coordinators; Public Housing Hub
Directors; Program Center Coordinators;
Troubled Agency Recovery Center Directors;
Special Applications Center Director;
Administrators; Offices of Native American
Programs; Public Housing Agencies; Public
Housing; Housing Choice Voucher/Section 8;
Tribally Designated Housing Entities;
Indian Tribes; Resident Management
Corporations

NOTICE: PIH-2011-22

Issued: April 26, 2011

Cross Reference:

24 CFR 903.7(e) (2)

24 CFR 990.165

7 U.S.C. 1361-1 Integrated Pest
Management

This Notice Supersedes

PIH Notice 2009-15, PIH Notice
2008-24, PIH Notice 2007-12

Subject: Promotion of Integrated Pest Management (IPM) as an environmentally-sound,
economical and effective means to address a major resident concern.

1. **Purpose.** The purpose of this Notice is to promote and encourage the use of IPM by Public Housing Authorities (PHAs), Indian tribes, Tribal Designated Housing Entities (TDHEs), and owner/agents providing assistance through the HCV program. This notice provides guidance to Public Housing Authorities (PHAs) on the benefits of IPM, additional technical assistance and training opportunities for PHAs. Pest management is integral to the provision of safe and sanitary housing. In accordance with 24 CFR 903.7 (e) (2), PHAs must include in their PHA plans a description of any measures necessary for the prevention or eradication of pest infestations. IPM is an ecological approach using an array of methods to prevent and control pests with reduced reliance on pesticides. Procedures contained within this notice remain in effect until superseded by subsequent HUD Directive or guidance.
2. **Applicability.** This notice applies to PHAs administering the public housing and project based Section 8 program, and may be of interest to Indian tribes/TDHEs as well as owners/agents providing assisted housing through the Housing Choice Voucher (HCV) Program. The decision to use IPM techniques in their ongoing pest control effort is under PHA, Indian tribes/TDHE discretion. 24 CFR 990.165(a) covers cost associated with Project Expense Level (PEL) such as maintenance expenses. IPM is a maintenance expense.
3. **Background.** The goal of IPM as defined by the Environmental Protection Agency (EPA) is to control pests by the most economical long term means, and with the least possible hazard to people, property, and the environment. To undertake IPM, project managers should be committed to ongoing or continuous monitoring and record keeping, educational outreach to residents and staff as well as implementing good communication strategies between residents and building managers. IPM methods include: restricted pest access to

food/water; vigilant sanitation and waste management; mechanical control; physical barriers; structural maintenance; and, where necessary, the judicious use of pesticides.

4. **Fundamentals of IPM.** IPM efforts must involve PHA staff, contractors, residents, and include:
 - a. Communicating the PHA's IPM policies and procedures to be provided in the appropriate format to meet the needs of all residents including persons with limited English proficiency and in formats that may be needed for persons who are visually or hearing impaired. This applies to administrative staff, maintenance personnel, and contractors as well.
 - b. Identifying the environmental conditions that lead to pests and educating residents.
 - c. Identifying pests and immediately reporting the presence of pests.
 - d. Establishing an ongoing monitoring and record keeping system for regular sampling and assessment of pests, surveillance techniques, and remedial actions taken, include establishing the assessment criteria for program effectiveness. This is a highly effective preventative measure that can help reduce the possibility of a pest infestation outbreak.
 - e. Determining, with the involvement of residents, the pest population levels – by species – that will be tolerated, and setting thresholds at which pest populations warrant action.
 - f. Improving waste management and pest management methods.
 - g. Selecting the appropriate pesticides and insecticides to use. Some residents may suffer from Multiple Chemical Sensitivity or other Environmental Illnesses.
 - h. Ongoing efforts to monitor and maintain structures and grounds (e.g., sealing cracks, eliminating moisture intrusion/accumulation) and adding physical barriers to pest entry and movement.
 - i. Developing an outreach/educational program to ensure that leases reflect residents' responsibilities for: (1) proper housekeeping, which includes sanitation upkeep and the reduction of clutter, trash removal and storage, (2) immediately reporting the presence of pests, leaks, and mold, (3) cooperating with PHA specific IPM requirements such as obtaining permission of PHA management before purchasing or applying any pesticides, and (4) avoiding introduction of bed bugs and other pests into buildings on used mattresses and other recycled furniture. See "Preventing and Getting Rid of Bed Bugs Safely," New York City Department of Health and Mental Hygiene <http://www.nyc.gov/html/doh/downloads/pdf/vector/bed-bug-guide.pdf>
 - j. Check with local health department to determine if your state has laws for re-used furnishings.
 - k. The judicious use of pesticides when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment. Residents should notify PHA management before pesticides are applied.
 - l. Providing and posting "Pesticide Use Notification" signs or other warnings.
5. **Health Concerns.** Pests may adversely impact the health of residents and contribute to worsening some diseases, such as allergies and asthma. Cockroaches can cause asthma in children and can transfer disease-causing organisms to food and surfaces they contaminate. Rodents, such as mice and rats, carry disease, can trigger asthma attacks and even cause fires by gnawing through electrical wires. Although bed bugs are not known to transmit infectious diseases, their bites can lead to secondary infections. Bed bugs can cause

emotional distress and sleep deprivation for residents as well. Bed bug infestations can spread quickly and must be treated aggressively. All pest control methods are targeted to protecting the health of residents and staff. Although applying pesticides may be effective in eliminating pest populations, many of these chemicals are associated with health and/or environmental risks, and their use should be minimized if alternative methods exist. This is especially important in buildings housing vulnerable age groups such as children or the elderly and in buildings housing residents with compromised immune systems or who may suffer from Multiple Chemical Sensitivity and other environmental illnesses. Therefore, IPM offers the potential to ensure efficacy of pest elimination while protecting the health of residents, staff and the environment.

6. **Building.** Most of the effective methods of pest elimination, including ongoing repairs, erection of barriers, and monitoring, will extend the useful life of a building and as a result generate significant savings that could offset the costs of the pest control. Many of these non-application methods, including structural maintenance, and inspecting for and repairing leaking pipes and cracks in roofs, walls, and windows are effective in preventing moisture intrusion and accumulation. Additionally, IPM-conscious PHAs assess the need to install physical barriers to both pest entry and pest movement within every structure thereby reducing the spread of pest infestations.
7. **Implementation.** HUD promotes IPM as a pest control method. IPM effectively eliminates pests in safer and long term cost-effective ways than traditional pesticide treatments. IPM frequently has proven to be more effective in reducing pest populations than relying solely on broadcast pesticides. The Boston Housing Authority (BHA) experienced approximately one-third reduction in pest related work orders over multiple years in multiple sites. BHA has maintained this reduction and now uses IPM in all its BHA maintained properties. Continuation of the IPM program after initial development cost is considered preventative maintenance expense and is an eligible program activity under the Public Housing Operating Subsidy as codified at 24 CFR 990.165. Successful IPM requires resident participation through proper housekeeping, reporting of pest infestations, and trash removal. Residents can monitor pest populations and assist in identifying how to eliminate access to food and water for pests. Resident organizations must be prepared to assist residents who need help to follow the IPM policy. HUD encourages PHAs to partner with local pest management organizations.
8. **Procurement of IPM Services.** If a PHA uses an outside contractor for pest control, the PHA's pest control/IPM policies and procedures should be incorporated into the specifications or statement of work for the pest management contract. PHAs using an outside contractor are encouraged to use companies that are trained and certified to provide IPM services either through Green Shield certified (<http://www.greenshieldcertified.org/>) or Green Pro (<http://www.npmagreenpro.org/>). The PHA should also consider training for maintenance staff, residents, Resident Councils as well as PHA administrative staff who oversee housing developments or administer occupancy and rental duties such as unit housekeeping inspections.
9. **PHA Maintenance Staff.** If a PHA uses its own maintenance staff for pest management, proper training in the PHA's IPM procedures is essential. It is especially critical to be trained in the proper treatments methods PHAs can use when treating for bed bugs. The contract administrator for any pest management contract should be trained as well. Successful results rely upon proper implementation; training is therefore of critical

importance. IPM training is available at: <http://www.stoppests.org/> and <http://www.healthyhomestraining.org/ipm/training.htm>.

10. **Area of High Concern, Bed bugs.** As the number of bed bug infestations rise throughout the country, HUD is in the process of developing protocols to address this growing problem. HUD is addressing the unit inspection process as well as developing the tools necessary for PHAs to identify, treat and monitor the effectiveness of bed bug treatments in its portfolio. Identifying, reporting, treating and monitoring pest infestations are all critical components of IPM and are effective in addressing the bed bug problem.

11. **Reference Materials for Implementing IPM.** The below list of IPM practices does not constitute a HUD endorsement of any specific practice, but provides IPM ideas and practices that have been used to improve pest management while reducing unnecessary dependence on pesticides. HUD encourages PHAs, Indian tribes/TDHEs to share their policies, procedures, resident leases, and written case studies so that these may be published on the HUD website for others to read.

- a. National Center for Healthy Housing: <http://www.healthyhomestraining.org/ipm>
- b. Bed Bugs: "What's Working for Bed Bug Control in Multi-family Housing"
http://www.healthyhomestraining.org/ipm/NCHH_Bed_Bug_Control_2-12-10.pdf
<http://pestworld.org/pest-world-blog/the-bed-bug-hub-one-stop-shop-for-bed-bug-information>
- c. National Pesticide Information Center: <http://www.npic.orst.edu/>
- d. Integrated Pest Management (IPM), A Guide for Managers and Owners of Affordable Housing, Boston Public Health Commission:
http://http://asthmaregionalcouncil.org/uploads/IPM/asthma_ipm_guide.pdf.
- e. U.S. Environmental Protection Agency:
 - i. General IPM information <http://www.epa.gov/opp00001/contolling/index.htm> housing): <http://www.epa.gov/pesticides/ipm>
 - ii. EPA staff contacts: <http://www.epa.gov/pesticides/about/contacts.htm#ipm>
 - iii. List of EPA IPM publications and instructions for ordering documents:
<http://www.epa.gov/oppfead1/Publications/catalog/subpage3.htm>
- f. Massachusetts Department Agriculture Resources -- Building Managers and Landlords:
http://www.mass.gov/agr/pesticides/docs/CIB_Building_Managers.pdf
- g. HUD funded "Healthy Public Housing Project" conducted by the Harvard School of Public Health In Boston Public Housing, <HTTP://www.hsph.harvard.edu/hphi/>
- h. Bed Bug Fact Sheets in English and Spanish produced by Dr. Dini Miller,
<http://www.vdacs.virginia.gov/pesticides/bedbugs-facts.shtml>

12. **PHA Case Studies On IPM Application.**

- i. Cuyahoga Housing Authority:
http://www.healthyhomestraining.org/ipm/Case_Study_Cuyahoga_10-20-07.pdf
- ii. Boston Housing Authority:
http://www.http://www.healthyhomestraining.org/ipm/casestudy_holgate.pdf
- iii. New York City Department of Health, Columbia University and the New York City Housing Authority: <http://www.beyondpesticides.org/dailynewsblog/?p=1604>

13. For further information contact Leroy Ferguson at (202) 402-2411 or email at Leroy.Ferguson@hud.gov or you can contact the nearest HUD Field Office of Public Housing

within your state. Indian tribes and TDHFs should contact the nearest HUD Office of Native American Programs. Locations of these offices are available on HUD's website at <http://www.hud.gov>.

/s/

Sandra B. Henriquez, Assistant Secretary for
Public and Indian Housing



Attachment B - References

Attachment B - Reference Sheet

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

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



Attachment C – Past Performance



PR2528-148-26
Pest Control Services
Attachment C – Past Performance
One for each contract cited.

NAME OF CONTRACTOR _____

1. Contract Number or other Control Number: _____

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

Name: _____

Address: _____

3. Date of Contract: _____

4. Date work was begun: _____

5. Date work was completed: _____

6. Contract Information: _____

Contract Type: _____

Contract Amount (Total ceiling): _____

7. Point of Contact for this Reference:

Name: _____

Telephone Number: _____

E-mail: _____

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

9. Current status of contract (choose one):

☐ Work continuing, on schedule

☐ Work completed, no further action pending or underway

☐ Work completed, claims negotiations pending or underway

☐ Work completed, litigation pending or underway

☐ Terminated for Default

☐ Work continuing, behind schedule

☐ Work completed, routine administrative action pending or underway

☐ Terminated for Convenience

☐ Other (explain)

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



Attachment D - Pricing Schedule



Pricing Schedule
PR2528-148-26
Pest Control Services

Contractor Name _____

I. GENERAL PRICE PROVISIONS

A. Base Year Routine Inspections

CLIN	Item Description	A - Number of Units	B - Unit Price	C - Quarterly Inspections	A x B x C = Base Year Totals
001	Bobbitt Midrise, Oakleaf Forest, Diggs Town, Hunter Square Midrise, Calvert Square, Sykes Midrise, Young Terrace, North Wellington				
A	Residential Units	1850		Initial + 3	
B	Learning Center	4		Initial + 3	
C	TMC	7		Initial + 3	
D	CRO	4		Initial + 3	
E	Recreational Center	4		Initial + 3	
F	Management Spaces	7		Initial + 3	
G	Maintenance	7		Initial + 3	
H	Community Room	3		Initial + 3	
I	Community Kitchen	3		Initial + 3	
J	Lobby	2		Initial + 3	
K	Laundry Room	11		Initial + 3	
L	Roach Retreatment	1850		Initial + 3	
Base Year CLIN 001 Total Annual Price (sum of A through L)					\$

Offeror's Initials _____



Base Year Non-Routine Services and Treatments (As Ordered)

CLIN	Item Description	Number of Units	A - Unit Price	B - Estimated Usage	A x B = Base Year Totals
002	Bobbitt Midrise, Oakleaf Forest, Diggs Town, Hunter Square Midrise, Calvert Square, Sykes Midrise, Young Terrace, North Wellington				
A	Initial Inspection	628		361	
B	Unit Turnover Service	628		80	
C	Ants	628		1	
D	Commensal Rodents	628		6	
E	Termite Swarms	628		1	
F	Silverfish	628		1	
G	Stinging Insects	628		1	
H	Arachnids	628		1	
i	Bed Bugs (as needed)	628		1	
Base Year CLIN 002 Total Annual Price (sum of A through I)					\$

Option Year One Routine Inspections

CLIN	Item Description	A - Number of Units	B - Unit Price	C - Quarterly Inspections	A x B x C = Base Year Totals
003	Bobbitt Midrise, Oakleaf Forest, Diggs Town, Hunter Square Midrise, Calvert Square, Sykes Midrise, Young Terrace, North Wellington				
A	Residential Units	1850		Initial + 3	
B	Learning Center	4		Initial + 3	
C	TMC	7		Initial + 3	
D	CRO	4		Initial + 3	
E	Recreational Center	4		Initial + 3	
F	Management Spaces	7		Initial + 3	
G	Maintenance	7		Initial + 3	
H	Community Room	3		Initial + 3	
I	Community Kitchen	3		Initial + 3	
J	Lobby	2		Initial + 3	
K	Laundry Room	11		Initial + 3	



L	Roach Retreatment	1850		Initial + 3	
Option Year 1 CLIN 003 Total Annual Price (sum of A through H) \$					

Option Year One Non-Routine Services and Treatments (As Ordered)

CLIN	Item Description	Number of Units	A - Unit Price	B - Estimated Usage	A x B = Base Year Totals
004	Bobbitt Midrise, Oakleaf Forest, Diggs Town, Hunter Square Midrise, Calvert Square, Sykes Midrise, Young Terrace, North Wellington				
A	Initial Inspection	628			
B	Unit Turnover Service	628		80	
C	Ants	628		1	
D	Commensal Rodents	628		6	
E	Termite Swarms	628		1	
F	Silverfish	628		1	
G	Stinging Insects	628		1	
H	Arachnids	628		1	
i	Bed Bugs (as needed)	628		1	
Option Year 1 CLIN 004 Total Annual Price (sum of B through I) \$					

B. Option Year Two Routine Inspections

CLIN	Item Description	A - Number of Units	B - Unit Price	C - Quarterly Inspections	A x B x C = Base Year Totals
005	Bobbitt Midrise, Oakleaf Forest, Diggs Town, Hunter Square Midrise, Calvert Square, Sykes Midrise, Young Terrace, North Wellington				
A	Residential Units	1850		Initial + 3	
B	Learning Center	4		Initial + 3	
C	TMC	7		Initial + 3	
D	CRO	4		Initial + 3	
E	Recreational Center	4		Initial + 3	
F	Management Spaces	7		Initial + 3	
G	Maintenance	7		Initial + 3	
H	Community Room	3		Initial + 3	
I	Community Kitchen	3		Initial + 3	



J	Lobby	2		Initial + 3	
K	Laundry Room	11		Initial + 3	
L	Roach Retreatment	1850		Initial + 3	

Option Year 2 CLIN 006 Total Annual Price (sum of B through L)

\$

Option Year Two Non-Routine Services and Treatments (As Ordered)

CLIN	Item Description	Number of Units	A - Unit Price	B - Estimated Usage	A x B = Base Year Totals
006	Bobbitt Midrise, Oakleaf Forest, Diggs Town, Hunter Square Midrise, Calvert Square, Sykes Midrise, Young Terrace, North Wellington				
A	Initial Inspection	628			
B	Unit Turnover Service	628		80	
C	Ants	628		1	
D	Commensal Rodents	628		6	
E	Termite Swarmers	628		1	
F	Silverfish	628		1	
G	Stinging Insects	628		1	
H	Arachnids	628		1	
i	Bed Bugs (as needed)	628		1	
Option Year 2 CLIN 006 Total Annual Price (sum of B through I)					\$

C. Option Year Three Routine Inspections

CLIN	Item Description	A - Number of Units	B - Unit Price	C - Quarterly Inspections	A x B x C = Base Year Totals
007	Bobbitt Midrise, Oakleaf Forest, Diggs Town, Hunter Square Midrise, Calvert Square, Sykes Midrise, Young Terrace, North Wellington				
A	Residential Units	1850		Initial + 3	
B	Learning Center	4		Initial + 3	
C	TMC	7		Initial + 3	
D	CRO	4		Initial + 3	



CLIN	Item Description	A - Number of Units	B - Unit Price	C - Quarterly Inspections	A x B x C = Base Year Totals
007	Bobbitt Midrise, Oakleaf Forest, Diggs Town, Hunter Square Midrise, Calvert Square, Sykes Midrise, Young Terrace, North Wellington				
E	Recreational Center	4		Initial + 3	
F	Management Spaces	7		Initial + 3	
G	Maintenance	7		Initial + 3	
H	Community Room	3		Initial + 3	
I	Community Kitchen	3		Initial + 3	
J	Lobby	2		Initial + 3	
K	Laundry Room	11		Initial + 3	
L	Roach Retreatment	1850		Initial + 3	
Option Year 3 CLIN 007 Total Annual Price (sum of B through LI)					

Option Year Three Non-Routine Services and Treatments (As Ordered)

CLIN	Item Description	Number of Units	A - Unit Price	B - Estimated Usage	A x B = Base Year Totals
008	Bobbitt Midrise, Oakleaf Forest, Diggs Town, Hunter Square Midrise, Calvert Square, Sykes Midrise, Young Terrace, North Wellington				
A	Initial Inspection	628		628	
B	Unit Turnover Service	628		80	
C	Ants	628		1	
D	Commensal Rodents	628		6	
E	Termite Swarmers	628		1	
F	Silverfish	628		1	
G	Stinging Insects	628		1	
H	Arachnids	628		1	
i	Bed Bugs (as needed)	628		1	
Option Year 3 CLIN 008 Total Annual Price (sum of B through I)					\$



D. Option Year Four Routine Inspections

CLIN	Item Description	A - Number of Units	B - Unit Price	C - Quarterly Inspections	A x B x C = Base Year Totals
009	Bobbitt Midrise, Oakleaf Forest, Diggs Town, Hunter Square Midrise, Calvert Square, Sykes Midrise, Young Terrace, North Wellington				
A	Residential Units	1850		Initial + 3	
B	Learning Center	4		Initial + 3	
C	TMC	7		Initial + 3	
D	CRO	4		Initial + 3	
E	Recreational Center	4		Initial + 3	
F	Management Spaces	7		Initial + 3	
G	Maintenance	7		Initial + 3	
H	Community Room	3		Initial + 3	
I	Community Kitchen	3		Initial + 3	
J	Lobby	2		Initial + 3	
K	Laundry Room	11		Initial + 3	
L	Roach Retreatment	1850		Initial + 3	
Option Year 4 CLIN 009 Total Annual Price (sum of A through L)					\$

Option Year Four Non-Routine Services and Treatments (As Ordered)

CLIN	Item Description	Number of Units	A - Unit Price	B - Estimated Usage	A x B = Base Year Totals
010	Bobbitt Midrise, Oakleaf Forest, Diggs Town, Hunter Square Midrise, Calvert Square, Sykes Midrise, Young Terrace, North Wellington				
A	Initial Inspection	628		628	
B	Unit Turnover Service	628		80	
C	Ants	628		1	
D	Commensal Rodents	628		6	
E	Termite Swarms	628		1	
F	Silverfish	628		1	
G	Stinging Insects	628		1	
H	Arachnids	628		1	
i	Bed Bugs (as needed)	628		1	
Option Year 4 CLIN 010 Total Annual Price (sum of B through I)					\$



Attachment D

PR2528-148-26

Offeror's Initials _____

Page 7 of 6



Attachment E - HUD-5369B - Instructions to Bidders for Contracts

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:]



**Attachment F - HUD-5370-C General Conditions
for Non-Construction Contracts**

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 12/31/2011)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) Prohibition.

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

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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



Attachment G - Certifications and Representation of Offerors

Certifications and Representations of Offerors

Non-Construction Contract

Company Name:

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

3. Section 3 Resident-Owned Businesses

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

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

4. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
- (b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals

have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeree's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeree'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/offeree deletes or modifies subparagraph (a)2 above, the bidder/offeree must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

5. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

6. Non-Collusion Affidavit of Prime Bidder

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

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

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

(d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or bid price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Norfolk Redevelopment and Housing Authority or any person interested in the proposed Contract; and,

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

7. Certification Regarding Debarment, Suspension, Proposed Debarment

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

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

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

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

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

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

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

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

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

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

8. Hold Harmless

- (a) The Contractor, its successors and assigns, hereby agrees to save and hold harmless NRHA, any of its departments, officers or employees, all of whom while working within their respective authority, from all cost, injury and damage incurred by any of the above, and from any other injury or damage to any person or property whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any provision of this agreement, its agents, or any of its independent contractors.
- (b) The above cost, injury, damage or other injury or damage incurred by or to any of the above shall

include, in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. This save harmless clause is not intended to indemnify against any cost or damage, or portion thereof, caused by NRHA, any of its departments, officers or employees".

9. Authorization of Offeror for Verification of References

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

10. 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):

11. Certificate of Insurance

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

12. 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 H - Certificate of Compliance – Section 3



Certificate of Compliance – Section 3

P.O. Box 968
Norfolk, Virginia 23501
(757) 623-1111
TDD# (800) 545-1833

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

PURPOSE, AUTHORITY AND RESPONSIBILITY

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

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

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

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

Company Name

Name and Title

Signature

Date

Attachment I - W9 Form

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

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

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

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.

Attachment J – Section 3 Compliance Forms



Section 3 Final Rule Assurance of Compliance

Purpose

To ensure compliance with the Section 3 Final Rule, promulgated under [24 CFR Part 75](#) "Economic Opportunities for Low- and Very Low-Income Persons", the **Norfolk Redevelopment Housing Authority** (NRHA) has developed and approved this Section 3 Final Rule Assurance of Compliance Form. This form shall serve as the certification of compliance required in the bid documents, general supplemental conditions, and other required forms for the contract for any housing rehabilitation, housing construction, and other public construction projects funded by NRHA.

Project Title: _____

The project assisted 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 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

Notwithstanding any other provision of this contract, the contractor shall carry out the provisions of the Section 3 Final Rule set forth in 24 CFR Part 75 (published in 85 Federal Register 61562, September 29, 2020), and all applicable regulations and orders of the Secretary issued thereunder prior to the execution of this contract. In addition to demonstrating a good faith effort, as defined by the regulation to provide training, employment, and business opportunities required by the Section 3 Final Rule, compliance with 24 CFR Part 75 includes, but is not limited to, the provisions listed in [§75.9-Requirements](#), [§75.13 Section 3 Safe Harbor](#), [§75.15 Reporting](#), and [§75.27 Contract Provisions](#).

Compliance with the provisions of the Section 3 Final Rule, shall be a condition of the financial assistance provided to the project, binding upon the contractor, its successors, and assigns. Failure to fulfill these requirements shall subject the contractor and his subcontractors, its successors, and assigns to the sanctions specified by this contract, and to such sanctions as are specified by 24 CFR Part 75. The contractor certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

Date:

Contracting Company:

Name & Title of Authorized Representative:

Signature of Authorized Representative:





Section 3 Business Concern Self-Certification

Instructions:

Enter the following information and select the applicable criteria that certifies your business as a Section 3 Business Concern. Self-Certifying as a Section 3 Business Concern shall NOT be construed as a requirement of the **Norfolk Redevelopment Housing Authority** (NRHA) to contract or subcontract with your firm. Section 3 business concerns are not exempt from meeting the overall specifications of the contract.

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/Title of Preferred Contact _____
Phone Number of Preferred Contact _____

Type of Business (select from the following options):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Select as many of the following options that apply to your business:

- ☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons. **HUDs Income Limits can be found by visiting:** <https://www.huduser.gov/portal/datasets/il.html>
- ☐ 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.
- ☐ My business does NOT meet any of the above criteria and is not a Section 3 Business Concern.



Section 3 Business Concern Self Certification

Business Attestation

I affirm and attest that the statements on page one (1) of this form are true, complete, and correct to the best of my knowledge and belief. I understand that a business that misrepresents itself as a Section 3 Business Concern and reports false information to NRHA, may have its contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the aforementioned information is correct to the best of my knowledge.

Print Name: _____

Title: _____

Signature: _____ Date: _____

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

*****Certification expires six months from the date of the signature below*****

FOR ADMINISTRATIVE USE BY NRHA SAFF ONLY

Is the business a Section 3 business concern based upon their certification? ☐ YES ☐ NO

Name of NRHA Authorized Representative:

Signature of NRHA Authorized Representative:

Title of NRHA Authorized Representative:

Date:

BUSINESSES MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE (5) YEARS FROM THE DATE OF EXECUTION.



Section 3/Targeted Section 3 Worker Self-Certification

The purpose of the Norfolk Redevelopment and Housing Authority's (NRHA) Section 3 Program is to provide employment, training, and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs.

Any construction firm performing on a Section 3 Covered Project must submit this Section 3 / Targeted Section 3 Worker Self-Certification for each employee working on site of the Section 3 Covered Project, regardless of the employee's Section 3 / Targeted Section 3 Worker status.

Employee responses are confidential and shall NOT have an adverse effect on the construction firm's offer of employment to the employee.

Worker Employment Status (Check only one)	
☐ New Hire	☐ Current Employee Date Hired: ____/____/____
Contact Information	
Employer	Employee
Company Name: _____	Employee Name: _____
DBA: _____	Employee SSN (Last Four): _____
Permanent Address: _____	Physical Address: _____
_____	_____
Street Line 2: _____	City: _____
City: _____ State: _____	State: _____
Zip Code: _____	Zip Code: _____
Mailing Address: ☐ Same as Physical Address	Mailing Address: ☐ Same as Physical Address
_____	_____
Street Line 2: _____	Street Line 2: _____
_____ City: _____ State: _____	_____ City: _____ State: _____
_____ Zip Code: _____ Phone: (____) _____	_____ Zip Code: _____ Phone: (____) _____
_____	_____



Section 3/Targeted Section 3 Worker Self-Certification

Employment Details

Worker Classification: _____

(Carpenter, Laborer, Painter, Plumber, Roofer, etc... For additional classifications, see associated DBA Wage Determination if, applicable.)

Base Hourly Rate of Pay: \$ _____

(Total dollar amount paid to the worker for every hour worked.)

Pay Cycle: _____

(Weekly, bi-weekly, semi-monthly, or monthly. Different pay cycles may be established for different employees or groups of employees but pay cycles may not be changed without providing notice to the worker(s) at least 1 pay period in advance.)

Designated Pay Day: _____

(Day of week when wages are paid/available to the worker: Monday, Tuesday, Wednesday, etc... Different pay days may be established for different employees or groups of employees but pay days may not be changed without providing notice to the worker(s) at least 1 pay period in advance.)

Designated Work Week: _____

(An employee's workweek is a fixed and regularly recurring period of 168 hours — seven consecutive 24-hour periods. It need not coincide with the calendar week and may begin on any day and at any hour of the day (i.e., Sun.- Sat, or Mon. – Sun., or Wed. – Tue, etc.). Different workweeks may be established for different employees or groups of employees, but work weeks may not be changed without providing notice to the worker(s) at least 1 pay period in advance.)

Section 3 and/or Targeted Section 3 Worker Status

Select the appropriate designation to declare the employee's Section 3 Worker and/or Targeted Section 3 Worker status as defined in [24 CFR Part 75](#). HUDs Income Limits can be found by visiting:

<https://www.huduser.gov/portal/datasets/il.html>.

Select from ONE of the following options below as the basis for the Section 3 Worker designation:

- ☐ The worker is employed by a Section 3 Business Concern
- ☐ The worker is 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)
- ☐ The worker is a YouthBuild participant

Select from ONE of the following options below as the basis for the Targeted Section 3 Worker designation:

- ☐ The worker is employed by a Section 3 Business Concern
- ☐ The worker is a YouthBuild participant
- ☐ The worker 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 Section 8-assisted housing
 - ☐ A resident of other public housing development or Section 8-assisted housing managed by the PHA that is providing the assistance
 - ☐ Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5



Section 3/Targeted Section 3 Worker Self-Certification

Employer and Employee Attestation	
I hereby affirm and certify, under penalty of law, that the above statements on this form are true, complete, and correct to the best of my knowledge and belief.	
Employer	Employee
Name of Contracting Firm: _____	Employee Name (Print): _____
Name & Title of Authorized Representative: _____	Employee Signature: _____
Signature of Authorized Representative: _____	Date: _____
Date: _____	
STOP HERE! END OF SELF-CERTIFICATION!	
FOR ADMINISTRATIVE USE BY NRHA STAFF ONLY	
Is the employee a Section 3 worker based upon their self-certification? ☐ YES ☐ NO	
Is the employee a Targeted Section 3 worker based upon their self-certification? ☐ YES ☐ NO	
Was the worker hired as a result of this particular Section 3 covered project? ☐ YES ☐ NO	
Name of NRHA Authorized Representative: _____	Signature of NRHA Authorized Representative: _____
Title of NRHA Authorized Representative: _____	Date: _____
EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE (5) YEARS FROM THE DATE OF EXECUTION.	





Section 3/Targeted Section 3 Worker Self-Certification

Definitions:

Section 3 Business Concern:

- Is at least 51 percent owned and controlled by low- or very low-income persons;
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- Is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Section 3 Worker:

- 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 Program Participant.

Targeted Section 3 Worker:

- 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
 - Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5, or
 - (Housing and Community Development funding only)
 - A YouthBuild Program Participant

Youth Build Program:

- Community-based apprenticeship program administered by the U.S. Department of Labor that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school

Section 3 Covered Project:

- Pursuant to 24 CFR PART 75.3 – Section 3 Covered Projects Includes:
 1. Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);
 2. Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;
 3. Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act;
 4. The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with



Section 3/Targeted Section 3 Worker Self-Certification

public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section;

5. Housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance in excess of \$200,000.00; The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs.
 - The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

Attachment K – Relocation or Renovation Experience

