



Newport News Redevelopment & Housing Authority  
Division of Purchasing  
227 27<sup>th</sup> Street P.O. Box 797  
Newport News, VA 23607  
Phone: (757) 928-2623 Fax: (757) 245-2144  
[www.nnrha.com](http://www.nnrha.com)

Request for Quotation  
RFQ#45-CTS-11-11  
November 18, 2011

For the following requirements, please quote your best price and delivery, F.O.B. Newport News, and fax your response to (757) 245-2144, email [nbritton@nnrha.org](mailto:nbritton@nnrha.org) or deliver to above specified address. Contact Nina T. Britton for additional information (757) 928-2623.

**Cypress Terrace Interior & Exterior Storage Shed Repairs**  
**Quotation Due Date and Time: November 30, 2011 @ 2:00 P.M**  
**Optional Site Visit: November 23, 2011 @ 10:30 A.M**  
**25 Teardrop Lane, Newport News, VA 23602**

**PURPOSE:**

The purpose of the Request for Quotations (RFQ) is to establish a contract with a qualified vendor(s) to provide interior and exterior storage shed repairs as specified herein to Newport News Redevelopment & Housing Authority (NNRHA) hereinafter referred to as the Authority. **PLEASE NOTE: The Wilbern Building is closed daily between the hours of 12:00 noon to 1:00 P.M.**

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

In compliance with this Request for Quotation, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within ninety (90) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this solicitation, and is authorized to contract on behalf of firm named below.

Company Name: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

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

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

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

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

**I. OPTIONAL SITE INSPECTION:**

An optional site visit will be held on November 23, 2011 at 10:30 A.M at 25 Teardrop Lane, Newport News, VA 23602. The purpose of this site visit is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this request for quotation.

While attendance at the site visit is not a prerequisite for submitting a quote, vendors who intend to submit a quote are encouraged to attend. **Please bring a copy of your solicitation with you.** Any changes resulting from the site inspection will be issued as an addendum to the solicitation.

**II. PERFORMANCE INSTRUCTIONS:**

Contractor shall contact the Contracting Officers Technical Representative (COTR) for scheduling of all work. All work shall be performed between the hours of 8:00 A.M – 5:00 P.M Monday - Friday. The contractor shall take all precautions necessary to protect the Authority's property and any adjacent property. Damage caused by the contractor shall be repaired at his expense prior to submittal of final request for payment.

**III. AWARD OF CONTRACT:**

An award will be made to the lowest responsive and responsible quoter. The Authority reserves the right to make multiple awards or award by lot or total price. The Agency reserves the right to reject any and all quotes in whole or in part, to waive any informalities, and to delete items prior to making an award.

**IV. DAVIS BACON WAGE DETERMINATIONS:**

Due to funding source and anticipated dollar amount of this contract, Davis Bacon Wage Rates shall apply. If the successful quoter has never attended a pre-construction meeting with the Office of Human Affairs, they shall be required to contact Emmagene Slade at (757) 247-6747 to attend a pre-construction meeting prior to start of work for this project. Otherwise, the contractor must obtain the required forms/signage for submittal and posting within Davis Bacon Regulations. **Reference decision # VA100117.**

**V. PRICING SCHEDULE:**

The contractor certifies that they have familiarized themselves with the property and have reviewed the work to be done to ensure compliance with all applicable regulations and codes. The contractor indicates further that they have reviewed this Request for Quotation, Scope of Work and all attachments.

ATTACHMENT A

Cypress Terrace Utility Sheds Specifications

**Exterior**

1. Repair attached utility sheds and adjoining chimney by removing existing roof sheathing, Shingles etc.
2. Repair shed roofs using proper flashing at chimney base and matching up shingle colors with existing.

**Interior**

1. Replace or repair any and all drywall damaged from roof leaks with tape coat only  
Work only in shed areas - tenant apartments are not included
  2. Remove and replace any deteriorated wood with 7/16 OSB and felt paper
  3. Any rafters damaged will be replaced
  4. Reattach & secure downspouts
  5. Provide and install #15 felt and 3 tab shingles (fiberglass - fungus resistant, 85 mph wind rated shingles to match existing shingles through - out complex)
- 5 - Contractor is responsible for hauling and removing all debris from property

**TOTAL PRICE: \$**\_\_\_\_\_



General Decision Number: VA100117 08/05/2011 VA117

State: Virginia

Construction Type: Residential

County: Newport News\* County in Virginia.

\*INDEPENDENT CITY

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

Modification Number	Publication Date
0	09/10/2010
1	08/05/2011

\* SUVA2010-015 08/24/2010

	Rates	Fringes
CARPENTER.....	\$ 16.82	5.30
CEMENT MASON/CONCRETE FINISHER...\$	16.95	0.00
LABORER: Common or General.....\$	8.50	0.00
OPERATOR: Crane, All Types.....\$	23.18	6.95
PLUMBER.....	\$ 27.01	7.88
TRUCK DRIVER: Dump Truck.....\$	11.81	0.00

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

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

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 In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an

interested  
party may appeal directly to the Administrative Review Board  
(formerly the  
Wage Appeals Board). Write to:

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

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

END OF GENERAL DECISION

**ATTACHMENT C  
TERMS AND CONDITIONS**

1. **ADMINISTRATIVE APPEAL PROCEDURES:** NNRHA has established an administrative procedure for hearing protests of a decision to award, or an award, appeals from refusals to allow withdrawal of bids or proposals, appeals from disqualification's and determinations of non-responsibility, and appeals from decisions on disputes arising during the performance of the contract. Administrative appeals procedures can be obtained through the Division of Purchasing. If the dispute is regarding the contract, the contractor shall proceed diligently with performance, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Procurement Officer or the Contracting Officer.

A protest of a decision to award or an award shall be submitted within ten (10) days after the award or the announcement of the decision to award, whichever occurs first. An appeal from refusal to allow withdrawal of a solicitation shall be submitted within ten (10) days after receipt of the decision. An appeal from a determination of non-responsibility shall be submitted within ten (10) days after receipt of the decision. An appeal from a decision resulting from a contract dispute shall be submitted within sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence of the work upon which the claim is based.

Contractors are prohibited from placing a lien on NNRHA's property. This prohibition shall apply to all subcontractors.

2. **ADVERTISEMENT:** It is understood and agreed that, in the event a contract is awarded for the services included in this solicitation, no indications of such services to NNRHA will be used in any way in product literature or advertising without written approval of NNRHA except for bibliographical and curriculum vitae purposes and when required in response to a request for solicitation by a prospective client.
3. **ANTI-DISCRIMINATION AND A DRUG FREE WORKPLACE:** By submitting their bids or proposals, bidders or offerors certify to NNRHA that they will conform to the provisions of the Federal Civil Rights Act of 1964, the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, The Americans with Disabilities Act and 2.2-4311 and 2.2-4312 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

In every contract over \$10,000 the following provisions apply. (1) During the performance of this contract, the contractor agrees to: (a) Not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. (b) Provide a drug-free workplace for the contractor's employees. (c) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition. (d) In all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer and maintains a drug-free workplace. (e) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

## ATTACHMENT C

(2) The contractor will include the provisions above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.

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

4. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to NNRHA all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods or services purchased or acquired under said contract.
5. **APPLICABLE LAW AND COURTS:** This solicitation and any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state, local laws and regulations. The contractor shall procure any permits and licenses required for its business as the services to be provided by it hereunder.
6. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspect that asbestos is present, the contractor shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
7. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of NNRHA.
8. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited, whichever is sooner. The agency, its authorized agents, and/or state and federal auditors shall have full access to and the right to examine any of said materials during said period.
9. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that NNRHA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
10. **AWARD OF CONTRACT:** Formal and informal bid and proposals will be awarded to the lowest responsible and responsive bidder(s) or most suitable offeror. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of NNRHA, and the delivery terms will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding of the contract. NNRHA is not liable for any cost incurred by the contractor prior to issuance of a contract.

NNRHA also reserves the right to make multiple awards, cancel or reject any or all bids or proposals, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of NNRHA to be in its best interest. Nothing herein shall bind NNRHA to purchase any services or specified quantity of an item/product. Be it further understood that NNRHA shall not be obligated to purchase or pay for any services or product listed unless and until officially ordered and received by NNRHA.

## ATTACHMENT C

11. **BID/OFFER ACCEPTANCE PERIOD:** Any bid or offer in response to a solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the bid or offer may be withdrawn at the written request of the Bidder or Offeror. If the bid or offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
12. **CANCELLATION OF CONTRACT:** NNRHA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
13. **CHANGES TO THE CONTRACT:** The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. However, the terms and conditions of the contract will not change.

NNRHA may order changes within the general scope of the contract at any time by written notice to the contractor. Such changes, including any increase or decrease in the amount of the contractor's compensation, which are mutually agreed upon by and between the NNRHA and the contractor, shall be incorporated in writing with a modification to the contract.

Contractor shall not perform any work that would result in exceeding the dollar limitation of this contract and/or purchase order without first supplying a quotation and obtaining written approval from the Division of Procurement.

14. **CLEAN AIR AND WATER EPS, ENERGY EFFICIENCY (APPLICABLE TO CONTRACTS IN EXCESS OF \$100,000):** The contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, EPA regulations (40 CFR Part 15) and Energy Policy and Conservation Act (Pub. L. 94-163).
15. **CONFLICT OF INTEREST:** The Contractor warrants that he has fully complied with the State and Local Government Conflict of Interests Act (Section 2.1-639.1 et seq. of the Code of Virginia), The Virginia Governmental Frauds Act (Section 18.2-498.1 et seq.), Articles 2 and 3 of Chapter 10 (Crimes Against the Administration of Justice) of Title 18.2, and article 4 (Ethics in Public Contracting) of the Public Procurement Act (section 11-72 et seq.).
16. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of this solicitation, the signed bid or proposal submitted by the contractor, the notice of award, purchase order, the general and special terms and conditions, and specifications with drawings, if any, including all addenda or modifications thereof, all which shall be referred to collectively as the Contract Documents.
17. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) AS NNRHA'S AGENT:**  
  
NNRHA will provide the contractor the name of the designated representative(s) to administer this contract with the following responsibilities:
  - A. Coordinating with the contractor when services are needed and when they will begin.
  - B. Day to day coordination of this service and assurance that services are delivered in accordance with the contract terms and conditions and purchase order.
  - C. Promptly address problems or deviations from contract requirements or terms and conditions. If the problems or contract deviations continue, forward written vendor complaint, including recommended solutions, to the Procurement Officer so that adequate corrective action can be taken.

ATTACHMENT C

- D. Assurance that the contract dollar amount or terms and conditions are not exceeded, increased, decreased or modified in anyway without prior authorization from the Procurement Officer. If a modification or revision is required, supply the Procurement Officer with an approved change order request.
- E. After completion, promptly sign and date documents indicating the work has been completed and accepted.
- F. Complete and submit periodic evaluations of contractor performance to the Procurement Officer.

18. **CONTRACTOR PERSONNEL:** The Contractor represents that it will secure, at its own expense, all personnel necessary to perform the required services hereunder. Such personnel shall not be employees of NNRHA nor shall they have any contractual relationship with NNRHA. All commitments made by the Contractor in the bid or proposal with respect to (i) the Contractor’s qualifications and its satisfaction of mandatory requirements in the IFB or RFP and (ii) the number and qualifications of its personnel to be assigned to this Contract, shall be incorporated herein by this reference.

All the required services will be performed by the Contractor or under its supervision, and all personnel employed by the Contractor shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services. The Contractor shall not reassign any personnel specifically designated in the Bid or Proposal to perform services under this Contract without NNRHA’s prior approval. The Contractor certifies that it will comply with NNRHA’s request for the reassignment of any employee performing the required services hereunder when NNRHA determines, in its reasonable opinion that such employee is not suited to work on this Contract. Evidence of qualifications shall be made available to NNRHA upon request.

No person who has been previously convicted of a criminal act (whether misdemeanor or felony) or is serving a sentence in a penal or correctional institution should not be employed by the contractor or otherwise be allowed to work under this Contract.

19. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a ‘CLASS A CONTRACTOR’. If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by bidder within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a ‘CLASS B CONTRACTOR’. If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a ‘CLASS C CONTRACTOR’. The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No \_\_\_\_\_ Specialty \_\_\_\_\_  
 Licensed Class B Virginia Contractor No \_\_\_\_\_ Specialty \_\_\_\_\_  
 Licensed Class C Virginia Contractor No \_\_\_\_\_ Specialty \_\_\_\_\_

If the bidder or offeror shall fail to provide this information in the bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide their contractor license number in writing when requested to do so before or after the opening of bids/proposals, they shall be deemed to be in violation of 54.1-1115 of the Code of Virginia (1950), as amended, and the bid/proposal will not be considered.

## ATTACHMENT C

If the bidder shall fail to obtain the required license prior to submission of his bid/proposal, the bid shall not be considered.

20. **COPYRIGHT/PATENTS:** The contractor guarantees to defend and save NNRHA, its agents and employees, harmless from liability, loss, damage and expense including reasonable counsel fees, resulting from any actual or claimed trademark, copyright, composition, secret process, patented or unpatented invention infringement, or any litigation based thereon, with respect to any part of the goods or services covered by this order.
21. **DEBARMENT STATUS:** By submitting their response, bidders/offerors certify that they are not currently debarred by NNRHA, the Commonwealth of Virginia or the Federal Government from submitting offers or proposals on contracts of the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
22. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, NNRHA, after oral and written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which NNRHA, state and federal laws have in place.
23. **EQUAL OPPORTUNITY FOR BUSINESS AND UNEMPLOYED AND UNDEREMPLOYED PERSONS (HUD ACT OF 1968, SECTION 3):**

In accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u, the contractor shall, to the maximum extent practicable:

- (A) Providing training and employment opportunities to the unemployed and underemployed residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; and
- (B) Award contracts for work in connection with the project to business concerns, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan County as the project.

The contractor shall insert or cause to be inserted this same provision in each subcontract.

24. **ETHICS IN PUBLIC CONTRACTING:** By signing their response, bidders/offerors certify that their bid/offer is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bids, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
25. **FACSIMILE SOLICITATIONS/REVISIONS**
- A. **Unsealed Bids/Unsealed Proposals and their Revisions:** May be accepted when using small purchase procedures. Facsimile bids, proposals and revisions to these must be completely received in the Purchasing Division prior to the date and time specified for receipt. The original copy of the facsimile transmission may be requested, if requested, must be received within five (5) business days. The Procurement Officer will designate the timing device used to document the receipt of bids; time printed on the top of the facsimile copy will not govern the time of receipt.
  - B. **Sealed Bids/Sealed Proposals/Revisions:** Will be accepted from a third party or an agent of the bidder, provided that the bids are submitted in a sealed envelope prior to the date and time specified for receipt.

ATTACHMENT C

NNRHA staff shall not be considered as a third party. The bidder/offeror is responsible for arranging the third party involvement and for faxing the complete bid to the third party, not just a summary or the cover sheet. The original bid and addenda may be requested and, if requested, must be received within five (5) business days. The Procurement Officer will designate the timing device used to document the receipt of bids or proposals. Additionally, vendors may appear at the offices of 227 27th Street with proper company and personal identification to make revisions. Bid must be returned to the Purchasing Division prior to due date and time to be considered. NNRHA will not accept revisions written on the outside of the sealed envelope.

26. **INDEMNIFICATION:** The contractor agrees to indemnify, defend and hold harmless NNRHA, its members, officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor, any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of NNRHA or to failure of NNRHA to use the materials goods, or equipment in the manner already and permanently described by the contractor.

27. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a person is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

Name of Bidder/Offeror	Due Date & Time
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\_\_\_\_\_

Bidder/Offeror Address

\_\_\_\_\_

IFB No. & IFB Title

Attn: Nina T. Britton, Procurement Officer

28. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, bidders/offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

29. **INSURANCE:** By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The contractor will have five (5) working days, upon notice of intent to award, to supply the Certificate of Insurance. The Bidder/Offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The contractor’s insurance company will supply a Certificate of Insurance listing the below required limits and the Certificate of Insurance shall name NNRHA as an additional insured

- A. Minimum Insurance Coverages and Limits Required For Most Contracts:
- B. Worker’s Compensation – The Contractor shall also obtain and maintain worker’s compensation insurance as required by statutory requirements and benefits, and in such policy limits as mandated, by the State and shall require any subcontractor engaged by the Contractor to satisfy such requirement as well. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify NNRHA of increases in the number of employees that change their worker’s compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

ATTACHMENT C

- C. Automobile Liability (minimum) – \$500,000 combined single limit.
- D. Commercial General Liability (minimum) – \$1,000,000 per occurrence, \$2,000,000 aggregate, including \$50,000 for fire damage. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. NNRHA must be named as an additional insured and so endorsed on the policy.
- E. The Contractor shall indemnify, hold harmless and defend NNRHA, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:
  - 1) the provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by the Contractor or its agents, servants or employees;
  - 2) any conduct or misconduct of the Contractor or its agents, servants or employees not included in subparagraph (1) hereof and for which, its agents, servants or employees are alleged to be liable;
  - 3) the negligence or other actionable fault of any subcontractors engaged by the Contractor; or
  - 4) claims, suits, actions or proceedings of whatsoever nature that are brought by the Contractor’s employees, candidates for employment and statutory employees, as determined under the State worker’s compensation laws.

If insurance is due to expire or renew during any contract period, it is the responsibility of the contractor (including subcontractors, as applicable) to furnish and assure that NNRHA, Division of Purchasing is in receipt of a current insurance certificate noting evidence of coverage. Expired insurance coverage during the course of any contract can be cause for immediate termination of all work, removal from NNRHA properties and cancellation of all contracts. Newport News Redevelopment & Housing Authority, P.O. Box 797, Newport News, VA 23607, will be named as additional insured on the certification with respect to the services being procured.

If the contractor fails to supply the Procurement Officer the required certificate, the intent to award will be cancelled.

- 30. **INTEREST OF MEMBERS OF CONGRESS:** No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise there from.
- 31. **INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES:** No member, officer, or employee of NNRHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which NNRHA 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.
- 32. **LIMITATIONS ON PAYMENTS MADE TO INFLUENCE CERTAIN FEDERAL FINANCIAL TRANSACTIONS:**

## ATTACHMENT C

- A. The contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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, or the modification of any Federal contract, grant, loan, or cooperative agreement.
  - B. The contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
  - C. Indian Tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U. S. C. 450B) are exempt from the requirements of this clause.
33. **MANDATORY USE OF NNRHA FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/offer on the official NNRHA forms provided for that purpose may be a cause for rejection of the bid/offer. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid/offer; however, NNRHA reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a solicitation.
34. **MINORITY BUSINESS PARTICIPATION:** The Contractor shall use its best efforts to comply with the commitment it has made in the Bid/Offer relative to the participation of businesses primarily (at least 51%) owned by minorities, women or public housing residents or small businesses (collectively, 'Disadvantaged Business Enterprises') in the performance of this Contract. By executing this Contract, the contractor accepts the right of NNRHA to appoint an employee to monitor the Contractor's compliance with the commitments and requirements of this paragraph. The Contractor agrees to promptly submit reports to NNRHA on request detailing the level of participation by Disadvantaged Business Enterprises in this Contract. NNRHA shall have the right to review all relevant documents of the Contractor relating to the participation of Disadvantaged Business Enterprises in this Contract on an ongoing basis. NNRHA reserves the right to evaluate the Contractor's performance with regard to the commitments and requirements of this paragraph on an annual basis.

The contractor shall take the following steps to assure that, whenever possible, subcontracts are awarded to minority firms, women's business enterprises, and labor area firms:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses and women business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- D. Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- E. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and Local governmental small business agencies.

## ATTACHMENT C

When such business has been subcontracted to these firms and upon completion of the contract; the contractor agrees to furnish the purchasing office the following information: Name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.

35. **MULTIPLE CONTRACTORS ON SITE:** NNRHA reserves the right to let other contracts in connection with this project or any other project. Contractors are expected to allow opportunity for the introduction of materials and the performance and the coordination of work with each other. If work by the other contractor impacts your work according to plans and specifications, it is the contractor's responsibility to notify NNRHA COTR or Procurement Officer immediately.
36. **NO WAIVER:** No failure or delay by a party to insist on the strict performance of any term of this Contract, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Contract nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver or termination is sought. No waiver of any breach shall affect or alter this contract, but each and every term of this Contract shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. The remedies provided in this Contract are cumulative and not exclusive of the remedies provided by law or in equity.
37. **NOTICES:**
- A. Any notice, instruction, request or demand required to be given or made to the Contractor hereunder shall be deemed to be duly and properly given or made if delivered or mailed, postage pre-paid, to the contractor.
- B. Any notice, request, information, or documents required to be given or delivered hereunder by the Contractor to NNRHA or to any of its representatives, unless stated otherwise in this Contract, shall be signed or approved in writing by the Contractor, and shall be sufficiently given or delivered if mailed, certified or registered, postage prepaid to:
- Newport News Redevelopment & Housing Authority  
Division of Purchasing  
227 – 27<sup>th</sup> Street  
Newport News, VA 23607  
ATTN: Procurement Officer
- Or to such representative or address as may designate in writing to the Contractor.
38. **OBLIGATION OF BIDDER/OFFEROR:** By submitting a bid/offer, the bidder/offeror agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation. He will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
39. **ORDERING:** Any supplies and services to be furnished under this contract may be ordered by issuance of delivery orders by the individuals or activities designated in the solicitation. Such orders may be issued from the date of award through the expiration or termination of this contract. All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall prevail.
40. **PAYMENT:** The prime contractor is to submit invoices for services rendered directly to P.O. Box 797, Newport News, VA 23607. All invoices shall refer to the contract and/or purchase order number; social security (for individual contractors) on the federal employer identification number (for proprietorships, partnerships, and corporations). Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or acceptance, whichever occurs last. However, this shall not affect discounts for payment in less than 30 days. All goods and services provided under this

## ATTACHMENT C

contract/purchase order, which will be paid for with public funds, shall be billed by the contractor at the contract prices, to include, itemization of charges. Contract will be performance based and fees will not be paid until the service or supplies, as defined in the response to these contract documents have been provided and accepted in the manner specified.

The following shall be deemed to be the date of payment after receipt of invoice: 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.

### A. Unreasonable Charges

Upon determining that invoiced charges are not reasonable, the NNRHA shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable, and the basis for the determination. 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. A contractor may not institute legal action unless a settlement cannot be reached within thirty days of notification. The provisions of this section do not relieve NNRHA of its prompt payment obligations with respect to those charges, which are not in dispute (Code of Virginia § 2.2-4352).

### B. Delays in Payment

NNRHA will make payment upon satisfactory completion, within thirty days. If work is not to the satisfaction of the COTR, the COTR will contact the contractor to remedy the situation. Contractor will advise the COTR, in writing, of day and time task will be completed. If a new schedule is approved by COTR, and if the task is not completed within that time frame, NNRHA may proceed with default procedures. Reasons for not accepting contractors work, and delaying payments, may include but are not limited to:

1. Submitting invoice without final inspection approval by COTR.
2. Incorrect Invoice, (i.e.) not billing according to the purchase order or contract.
3. Creating safety hazards.
4. Contractor failing to communicate completion of work.

41. **PERFORMANCE AND PAYMENT BONDS:** The successful bidder/offeror shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the NNRHA as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office prior to or at the time of award. When the value of work for a General Contractor exceeds \$50,000.00 during the contract period (this includes initial award and all subsequent renewals), the General Contractor shall provide the Agency these bonds.

42. **PRIME CONTRACTORS RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of subcontractors and of persons employed by them as he is for the acts and omissions of his own employees. The contractor shall be responsible for maintaining satisfactory standards of employee's competency, conduct, courtesy, appearance, honesty, and integrity and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. Additionally, the prime contractor shall:

## ATTACHMENT C

- A. Ascertain that all services and work will be performed in a professional workman-like manner acceptable to NNRHA and consistent with accepted professional standards. If the contractor or their staff is other than professional with residents or NNRHA staff, the contractor may be found in default of this contract.
- B. Insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- C. Within seven (7) days after receipt of amounts paid to the contractor for services rendered by the subcontractor either:
  - 1. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under the contract; or
  - 2. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- D. Pay interest on all amounts owed to subcontractor that remain unpaid after seven days following receipt of payment by the agency, except for amounts withheld as allowed in 'C-2' above. "Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month." A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amounts for reimbursement for the interest charge. Your obligation to pay interest to a subcontractor shall not be construed to be an obligation of NNRHA.
- E. Provide your social security number and if a proprietorship, partnership or corporation provide your federal employee identification number, space provided on cover sheet of this package.
- F. Include in each of its subcontracts a provision requiring all subcontractors to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- G. Not purchase any materials or supplies pertaining to this contract that is subject to any chattel mortgage or under conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment. This clause also pertains to all subcontractors participating in this contract.
- H. Repair, to NNRHA satisfaction, any damage, including damage to finished surfaces, resulting from the performance of this contract.

### 43. **PROTECTION OF PERSON AND PROPERTY:**

- A. The contractor expressly undertakes both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property, including NNRHA's employees and property. The contractor shall make good any such damage injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of NNRHA. The contractor shall adequately protect adjacent property as provided by law and the Contract documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the contract documents.
- B. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and in accordance with all State and Federal regulations.
- C. In an emergency affecting the safety of the work, life of individuals or the adjoining property, the contractor shall act immediately without special instruction or authorization from NNRHA. Should the contractor, in order to prevent threatened loss or injury, be instructed or authorized to act by NNRHA, he shall so act, without appeal. Any additional compensation or extension of time claimed by the contractor on account of any emergency work shall be determined as provided in this document or negotiated between both parties.

### 44. **PROTECTION OF TRADE SECRETS AND OTHER INFORMATION:** By submitting data required by this solicitation, the contractor may (A) clearly mark any portions, which in their option, are trade secrets or

## ATTACHMENT C

commercial or financial information and (B) submit such marked material separately from other material required to be submitted and is in accordance with Code of Virginia 3.1-249.68.

45. **PUBLIC NOTICE OF AWARDS:** Award or decision to award, utilizing competitive sealed bidding or competitive negotiations will be posted on a public bulletin board located at 227 27<sup>th</sup> Street and displayed on the electronic bulletin board accessible via modem, or home page, on the World Wide Web at [www.nnrha.com](http://www.nnrha.com). Sole source and emergency procurements, not utilizing competitive sealed bidding or competitive negotiations, will also be posted.
46. **QUALIFICATIONS OF BIDDERS/OFFERORS:** NNRHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidders/offerors to perform the services, furnish the goods or services and the bidders/offerors shall furnish to NNRHA all such information and data for this purpose as may be requested. NNRHA reserves the right to inspect bidders/offerors physical facilities prior to award to satisfy questions regarding the bidders/offerors capabilities. NNRHA further reserves the right to reject any bid/offer if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy NNRHA that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or goods contemplated therein.
47. **SAFETY STANDARDS:** All personnel shall, at all times, wear approved clothing, hard hats, safety vest, and any other equipment required to meet OSHA standards. They will obey all safety rules and regulations and will not create hazardous conditions within the operation. The Contractor must meet motor carrier safety regulations (Federal and State), as applicable. It is the Contractor's responsibility to ensure the OSHA regulations are met in all applicable areas for all exposures encountered during the term of the contract.
48. **SUSPENSION OF WORK:**
- A. The Procurement Officer may order the contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the NNRHA.
  - B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Procurement Officer in the administration of this contract, or (2) by the Procurement Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
  - C. A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the contractor shall have notified the Procurement Officer in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.
49. **TAX EXEMPT:** NNRHA is exempt from the payment of any Virginia Sales Tax, State sales and use tax certificates of exemption. Form ST-12, will be issued upon request. When performance involves a service, the contractor shall be responsible to pay a Virginia Sales Tax on materials consumed in performance of the service.
50. **TERMINATION FOR CONVENIENCE:**

## ATTACHMENT C

A. NNRHA may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractors shall immediately cease work and remove from the project site all of its labor forces and such of its materials as NNRHA elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as required by owner to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment of the following:

1. All amounts then otherwise due under the terms of the contract,
2. Amount due for work performed subsequent to the latest request for payment through the date of termination.
3. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment for the foregoing, owner shall have no further obligations to the contractor of any nature.

B. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

51. **TERMINATION FOR DEFAULT:** NNRHA may terminate this contract at any time, for the contractors failure to perform their contractual obligations. NNRHA is not liable for contractor's cost on undelivered work and may be entitled to the repayment of progress payments.

52. **TESTING AND INSPECTION:** NNRHA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Rejected supplies will be returned at the vendor's expense. The vendor, at no cost, shall replace materials and components that have been rejected by NNRHA.

53. **TRANSPORTATION AND PACKAGING:** By submitting their bids/offerors, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

54. **USE OF PREMISES AND REMOVAL OF DEBRIS:**

A. The contractor expressly undertakes, either directly or through its subcontractor:

1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.
2. To maintain its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of NNRHA or any other contractor.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

## ATTACHMENT C

4. To effect all cutting, filling or patching of its work required to make the same conform to the solicitations plans and specifications, and except with the consent of the Project Inspector, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or excavation.
5. To clean up frequently all refuse, rubbish, scrap materials and debris caused by its operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
6. The contractor shall clean-up, move all refuse, rubbish surplus and scrap material and debris resulting from his operation at the end of each workday and after completion of all work. All material removed as part of clean up shall be completely removed from the properties.
7. NNRHA does not take responsibility for storing, securing or loss of the contractor's apparatus, materials, supplies, equipment, or personal items.

### 55. **WITHDRAWAL OF BID DUE TO ERROR:**

- A. If a solicitation contains both clerical and judgment mistakes, a bidder may withdraw the solicitation from consideration if the price would have been substantially lower than the other solicitations due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a solicitation that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the solicitation sought to be withdrawn.
- B. The contractor shall give notice in writing to Procurement Officer, Division of Purchasing, of their claim of right to withdraw their solicitation within two business days after the conclusion of the solicitation opening procedure and shall submit original work papers with such notice. The work papers, documents and materials may be considered as trade secrets or proprietary information subject to the conditions of subsection F of 2.2-4342. Section 2.2-4330 Code of Virginia.
- C. No solicitation may be withdrawn under this section when the result would be the awarding of the contract on another solicitation of the same bidder or another bidder in which the ownership of the withdrawing bidder is more than five percent.
- D. If a solicitation is withdrawn under the authority of this section, the lowest remaining solicitation shall be deemed to be the low solicitation.
- E. No bidder who is permitted to withdraw a solicitation shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn solicitation was submitted.
- F. If NNRHA denies the withdrawal of a solicitation under the provisions of this section, it shall notify the bidder in writing stating the reason for its decision and award the contract to such bidder at the solicitation prices(s), provided such bidder is a responsive and responsible bidder.

### 56. **WORK HOURS AND PROCEDURES:**

- A. Normal work hours for NNRHA are from 8:00a.m. to 5:00p.m., Monday through Friday, except holidays. All services shall be performed during normal work hours, unless prior approval from the COTR, or their designated personnel.
- B. Contractor(s) shall coordinate before commencing work specific day(s) and the approximate times of day service will be conducted.

ATTACHMENT C

- C. Due to weather or any other delays, contractor shall advise COTR of alternate date(s) of service and time immediately, prior to service.

**SECTION 3 REQUIREMENTS**

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

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

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative 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 of 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.

ATTACHMENT F

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

**SECTION 3 COMPLIANCE FORM**  
***(PLEASE SIGN AND RETURN)***

---

Contractor

---

Address

---

City, State, Zip Code

Reference Project: \_\_\_\_\_

Subject: Statement of Compliance with Section III Clause

Gentlemen:

In accordance with the provisions stated herein, I will make a “good faith effort” to provide training and employment opportunities to qualified low-income residents in the area in which this project is located (Hampton Roads Metropolitan Area). This clause and reporting requirements will be incorporated into any lower tier contracts.

We will comply and seek out the low-income person for any open positions. Notices shall be posted in conspicuous places available to residents, employees and applicants for any open positions.

Sincerely submitted,

---

Signature and Title

---

Printed Name

---

Date Signed

**MINORITY BUSINESS PARTICIPATION COMMITMENT FORM**

It is the policy of Newport News Redevelopment & Housing Authority (NNRHA) to encourage minority participation in all contracts. To implement this policy, we encourage minority participation through subcontracting or other methods in contracting. You must complete this form, indicating the percentage of this contract that will be subcontracted to minority businesses. FAILURE TO COMPLETE THIS FORM MAY RESULT IN YOUR BID BEING DECLARED NON-RESPONSIVE THUS ELIMATING YOUR FIRM FROM CONSIDERATION FOR THIS PROJECT.

For the purpose of this commitment, the term “minority business” means a business at least 50% of which is owned and controlled by minority group members or, in the case of a publicly-owned business, at least 51% of the stock of which is minority owned and the business is controlled by minority group members. For the purpose of the preceding sentence “minority group members” are citizens of the United States who are African-Americans, Hispanics, Asians, Pacific Islanders, and American Indians.

Please indicate the percentage of minority business participation to this project. This refers to the percentage of the total dollar value of the Contract that will be subcontracted to minority firms:

\_\_\_\_\_ %

NNRHA will consider minority participation in awarding the Contract. NNRHA reserves the right to approve or disapprove any subcontractor list.

If you need assistance with identifying minority firms in this area, please contact Office of Human Affairs, Emmagene Slade, Labor Compliance Officer, at (757) 247-6747 or the Virginia Department of Minority Business Enterprise at 111 East Main Street, Suite 300, Richmond, VA 23219 at (804) 786-6585.

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

\_\_\_\_\_  
Contractor’s Name

\_\_\_\_\_  
Name of Authorized Officer (printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Officer (signed)

ATTACHMENT D

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

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

(1) He is \_\_\_\_\_ of  
(Owner, Partner, Officer, Representative or Agent)

\_\_\_\_\_, the Bidder that has submitted the attached bid;  
(Name of Company)

(2) He is fully informed respecting the preparation and contents of the attached bid and all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive sham;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, 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 unlawful agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Newport News Redevelopment & Housing Authority or any person interested in the proposed contract; and

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

\_\_\_\_\_  
(Name)

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

Subscribed and Sworn before me

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

My Commission Expires \_\_\_\_\_

**ATTACHMENT G**

**STATEMENT OF BIDDERS QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

- 1) Name of Bidder
  
- 2) Permanent Main Office Address, including City, State, Zip Code, Phone Number, Fax Number and Email Address.
  
- 3) When organized?
  
- 4) If incorporated, when incorporated?
  
- 5) How many years have you been engaged in business under your present firm or trade name?  
\_\_\_\_\_ years
  
- 6) Contracts on hand.  
(List these, showing gross amount of each contract and the appropriate anticipated dates of completion).
  
- 7) General character of work performed by your company.
  
- 8) Have you ever failed to complete any work award to you? If so, where and why?
  
- 9) Have you ever defaulted on a contract? If so, where and why?

**ATTACHMENT G**

10) List the more important contracts recently completed by you, stating approximate gross cost of each and the month and year completed.

11) List the major equipment available for the performance of this contract.

12) Describe your experience in work similar in nature of this project.

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

14) A Section 3 Business is defined as;

- 1) A business owned by Section 3 resident;
- 2) A business that substantially employs Section 3 residents (30% or more); or
- 3) A business that can provide evidence of commitment to subcontract 25% of work to another Section 3 Business.

Are you considered a Section 3 Business?

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

REFERENCES: Indicate below a listing of at least four (4) recent references that you have provided this type of service in the last five (5) years. Work performed for Newport News Redevelopment and Housing Authority is an acceptable reference. Include the date service was furnished and the name, address and phone number of the person the Authority has your permission to contact.

<u>Name of Company</u>	<u>Date of Service</u>	<u>Contact</u>	<u>Phone No.</u>
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1)

2)

3)

4)

**ATTACHMENT G**

Contractor's License Number: \_\_\_\_\_ Class \_\_\_\_\_

Number of employees employed with your firm that will be assigned to this contract. \_\_\_\_\_

**SUBCONTRACTORS:** Attach a list of all known sub-contractors who will be working on this project. Failure to submit this required information may cause your bid to be deemed non-responsive.

**CERTIFICATE OF NONSEGREGATED FACILITIES**

The bidder certifies that he does not maintain or provide for its employees any segregated facilities at any establishments, and that he does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for its employees any segregated facilities at any of its establishments, and that he will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of the bid. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in its files.

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

\_\_\_\_\_  
(Name of Bidder)

Treasury Number: \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Official Address

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