

**RFP 22001**

**REQUEST FOR PROPOSAL**

**CONSTRUCTION TRADE  
SERVICES**

**CHARLOTTESVILLE REDEVELOPMENT  
AND HOUSING AUTHORITY**

1000 1<sup>ST</sup> Street, South  
Charlottesville, VA 22902

Delores F. Adams  
Procurement Consultant

**ISSUED**  
January 10, 2022



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

## **TABLE OF CONTENTS**

<b>Section</b>	<b>Description</b>	<b>Page</b>
	<b>Table of Contents</b>	
	<b>Notice and RFP Information at a Glance</b>	<b>1</b>
	<b>Schedule of Submittals</b>	<b>3</b>
<b>1.0</b>	<b>Solicitation</b>	<b>5</b>
1.1	Invitation	<b>5</b>
1.2	Background	<b>6</b>
1.3	Reservation of Rights	<b>6</b>
<b>2.0</b>	<b>Scope of Services</b>	<b>8</b>
2.1	General Requirements	<b>8</b>
2.2	Specific Requirements	<b>10</b>
2.3	Method of Award	<b>17</b>
2.4	Required State Contractor's License	<b>19</b>
2.5	Current Contractor	<b>19</b>
2.6	Special Instruction	<b>19</b>
<b>3.0</b>	<b>Proposal Submission Instructions</b>	<b>23</b>
3.1	Procurement Standards	<b>23</b>
3.2	Submission of Proposals	<b>23</b>
3.3	Submission Deadline	<b>24</b>
3.4	Confidentiality	<b>24</b>
<b>4.0</b>	<b>Evaluation Criteria</b>	<b>25</b>
4.1	Technical Evaluation Criteria	<b>25</b>
<b>5.0</b>	<b>Submission Format</b>	<b>26</b>
<b>6.0</b>	<b>Proposals Evaluation and Selection Process</b>	<b>28</b>
6.1	General	<b>28</b>
6.2	Proposal Evaluation	<b>28</b>
6.3	Price Evaluation	<b>29</b>
<b>7.0</b>	<b>Insurance Requirements</b>	<b>30</b>
7.1	Worker's Compensation	<b>30</b>
7.2	Commercial General Liability	<b>30</b>
7.3	Automobile Liability	<b>31</b>
7.4	Professional Liability/Errors and Omissions	<b>31</b>
7.5	City/State Business License	<b>31</b>
<b>8.0</b>	<b>Contractor Responsibility Review</b>	<b>31</b>
8.1	Selection	<b>31</b>
8.2	Assessment	<b>31</b>
<b>9.0</b>	<b>Award Criteria</b>	<b>32</b>
9.1	Award	<b>32</b>
9.2	Contract Award Procedure	<b>32</b>
9.3	Contract Period	<b>34</b>
9.4	Contract Type	<b>34</b>
9.5	Start-up Costs	<b>34</b>
9.6	Confidentiality	<b>34</b>

<b>10.0</b>	<b>Withdrawal/Mistakes</b>	<b>34</b>
<b>11.0</b>	<b>Conflict of Interest</b>	<b>35</b>
<b>12.0</b>	<b>Protest Procedures</b>	<b>36</b>
12.1	Protest	<b>36</b>
12.2	Contract Claims	<b>37</b>
12.3	Appeal Rights	<b>37</b>
12.4	Deadline for Appeal	<b>37</b>
12.5	Appeal to HUD	<b>37</b>
	<b>List of Attachments</b>	<b>38</b>

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
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**Notice 22001**

The Charlottesville Redevelopment and Housing Authority (Authority) is requesting proposals from qualified Offerors to establish multiple award contracts for Construction Trade Services using Task Orders for repairs, alterations, modernization, rehabilitation, and minor new construction of infrastructure, buildings, structures, or other real property in accordance with all terms and conditions and specifications as set out in this Request for Proposal (RFP). Construction Trades include roofing, plumbing, HVAC, environmental hazard remediation and abatement, painting, carpentry, electrical and general contracting. General Contractors and Trade Specialists are encouraged to apply.

The Request for Proposals (RFP) package can be accessed through eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov) and the Authority website at [www.cvillerha.com](http://www.cvillerha.com).

**A virtual Pre-Proposal conference will be held at 2:00 p.m. on January 24, 2022, through Microsoft Teams. Interested Offerors must pre-register by contacting Delores Adams at [dadams@prha.org](mailto:dadams@prha.org) by 5:00 p.m. on January 23<sup>rd</sup>, to receive meeting information.**

Interested firms must submit their Proposal package through eVA, with the items listed in the schedule of submittals. **All proposal packages must be submitted through eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov) no later than 3:00 p.m. on Thursday, February 17, 2022.**

**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**

Delores F. Adams  
Director of Procurement

January 7, 2022



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

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**RFP Information Sheet**

**Proposals received in the issuing office after 3:00 p.m. on February 17, 2022, by Mail, Facsimile or by E-mail will not be considered.** Charlottesville Redevelopment and Housing Authority (Authority) is not responsible for delays in the submission of the Proposal in eVA unless there is a systemwide issue. **It is the sole responsibility of the Offeror to ensure that its proposal is submitted to eVA by the designated date and hour.** The official time used in the receipt of proposals is that time provided by eVA, which will not accept late Proposals.

All requests for interpretation of Scope of Work shall be by written request, sent via facsimile to (757) 399-8697 or email to [dadams@prha.org](mailto:dadams@prha.org) by February 10, 2022, seven (7) days prior to the due date of the proposals. Any changes to this proposal document will be issued as addenda, and will be on file in Procurement until proposals are opened. All such addenda will become part of the contract and all Offerors will be bound by such addenda, whether or not received by the Offeror.

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

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

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

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

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

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

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

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

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

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

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

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

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

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**SCHEDULE OF SUBMITTALS**

**RESPONSES DUE: Thursday, February 17, 2022 at 3:00 p.m., Local Prevailing Time**

At a minimum, your response should include the information listed below. Submit one original and four copies and an electronic copy of your Proposal. Offerors are encouraged to use the following Schedule of Submittals when preparing your response. Failure to sign your submission by an individual authorized to commit your firm to the project may render the submission as non-responsive and may not be considered. Failure to submit a document specified in this RFP as listed below is curable if done within the timeframe specified upon our notice to you, however any documents not submitted by the deadline given will not be considered for scoring purposes.

- |   | Initial |
|---|---------|
| ✓ Cover Letter with Company Name; how firm or individual will carry out the responsibilities outlined in this RFP and signature   | _____   |
| ✓ <b>Tab 1.</b> Proven ability to perform work. Evidence of the Offeror's ability to perform the work as indicated by Profiles of the principals' and staff's professional and technical competence/experience and their facilities;<br><b>Attachment 1</b> - Experience Form   | _____   |
| ✓ <b>Tab 2.</b> Past performance in terms of experience with similar projects, cost control, quality of work and compliance with performance schedules.<br><b>Attachment 2</b> – Questionnaire  | _____   |
| ✓ <b>Tab 3.</b> Capability to provide services on time and on budget demonstrating knowledge of Federal, State and Local building codes, laws, requirements and regulations including ANSI, Fair Housing, Section 504, ADA, etc. Workplan and QC Plan to detail how you meet the requirements of this solicitation.   | _____   |
| ✓ <b>Tab 4. Efforts to Utilize MBE's and WBE's in the Project.</b><br><b>Attachment 3</b> – Minority and Women-Owned Business Participation Form  | _____   |
| ✓ <b>Tab 5.</b> Section 3 Compliance Strategy.<br><b>Attachment 4</b> – Section 3 Forms   | _____   |
| ✓ <b>Tab 6.</b> Pricing Schedule<br><b>Attachment 5</b> – Price Proposal  | _____   |
| ✓ <b>Tab 7.</b> Evidence that the Firm or Individual is currently licensed and registered in the Commonwealth of Virginia and maintains liability, property, workmen's compensation, errors and omission and automobile insurance. Submit Copies of Licenses and Insurance  | _____   |
| ✓ <b>Tab 8.</b> Required Forms <ul style="list-style-type: none"> <li>▪ Completed and Executed <b>Attachment 6</b> – Form HUD 5369-C Certifications and Representations of Offerors;</li> <li>▪ Completed and Executed <b>Attachment 7</b> – Authorization for Verification of References;</li> <li>▪ Completed <b>Attachment 8</b> – Statement of Offeror's Qualifications;</li> </ul> | _____   |

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- Completed **Attachment 9** – Conflict of Interest Statement;
- Completed **Attachment 10** – W-9 Form
- Completed **Attachment 11** – Non-Collusive Affidavit

**For Offerors information attached are:**

- **Attachment 12** - Instructions to Offerors, Form HUD 5369-B.
- **Attachment 13** - General Conditions for Construction Contracts, Form HUD 5370
- **Attachment 14** – Sample Contract
- **Attachment 15** – Davis-Bacon Wage Determination VA133, Mod 0

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

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**RESPONSES DUE: Thursday, February 17, 2022 at 3:00 p.m., Local Prevailing Time**

**1. SOLICITATION**

**1.1 INVITATION**

The Charlottesville Redevelopment and Housing Authority (CRHA or the Authority), is requesting Proposals for the following construction trade service areas: **Roofing; Plumbing; HVAC; Environmental Hazard Remediation**(most typically, fire, mold, flood) **and Abatement; Painting; Carpentry** (structural, including work pertaining to sheetrock); **Electrical and General Contracting** in support of the maintenance, repair, alteration, modernization and rehabilitation of infrastructure, buildings, structures, or other real property.

- 1.1.1** The selected firm shall have at least five (5) years' experience working with public housing authorities, public bodies or similar agencies and the proven ability to manage the scope of work outlined in this RFP. Proposals should show that the submitting firm meets the licensure and experience qualifications in the scope of work of this solicitation.
- 1.1.2** Through this Request for Proposal process, the Authority may award to one or more contractors.
- 1.1.3** Through this Request for Proposal process, the Authority intends to select General or Specialty Contractors and enter into an indefinite quantity and delivery contract, which will be for a period of one year with an option to renew for up to four additional one-year periods at CRHA's sole discretion.
- 1.1.4** All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.
- 1.1.5** All work under the contract shall be authorized by individual task orders on a project-by-project basis. Each task order shall reference a detailed scope of work for that specific project and include a fixed fee and a completion date.

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



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**1.2 BACKGROUND**

Charlottesville Redevelopment and Housing Authority is a public entity that was formed in 1954 to provide federally subsidized housing and housing assistance to low-income families, within the City of Charlottesville, Virginia. Under the guidance of a seven-person Board of Commissioners, The Agency is led by an Executive Director (ED) and is subject to the requirements of Titles 2 of the Code of Federal Regulations (hereinafter, “CFR”), the Virginia Public Procurement Act (VPPA) and the Agency’s policies. Though brought into existence by a Resolution of the City of Charlottesville, it is a separate entity from the City.

Currently, the Agency owns and/or manages: (a) 376 units of elderly/disabled and multi-family Public Housing at 11 sites within the City of Charlottesville; and (b) administers a total of 533 Section 8 Housing Choice Vouchers.

All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety. All respondents will be required to comply with all HUD (U.S. Department of Housing and Urban Development) and other federal requirements.

In keeping with its “Residents First!” philosophy and to provide efficient and effective services, the Agency seeks to maintain a sense of safety and security for its residents.

**1.3 RESERVATION OF RIGHTS**

The Authority reserves the right to:

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

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

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- 1.3.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the Contractor(s).
- 1.3.4 Right to Determine Time and Location.** Determine the days, hours and locations that the successful proposer (hereinafter, “Contractor”) shall provide the services called for in this RFP.
- 1.3.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent of the Authority Contracting Officer (CO).
- 1.3.6 Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- 1.3.7 Right to Reject Any Proposal.** Reject and not consider any proposal or proposer that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposers offering alternate or non-requested services.
- 1.3.8 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.3.9 Right to Prohibit.** At any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Authority that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Authority, but not the prospective or actual proposer, of any responsibility pertaining to such issue.
- 1.3.10 Right to Reject – Obtaining Competitive Solicitation Documents.** The CRHA website and eVA are the only official and appropriate venues to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the approved venues.

**RFP 22001**  
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**2. SCOPE OF SERVICES**

**2.1 GENERAL REQUIREMENTS**

The Authority periodically requires general contractors and trade specialists to complete inspections, repairs and/or non-major installation work in the general contracting, roofing, carpentry (structural), plumbing, HVAC fields and to conduct environmental hazard remediation and abatement (fire, water, mold, etc.). Types of work may consist of, but not limited to, the following:

- A. Sidewalks – replacement of damaged concrete.
- B. Fences – repair or installation of new.
- C. Site infrastructure – cleaning, repair or replacement of storm and sanitary sewer lines and domestic water supply lines.
- D. Removal of bulk trash and debris.
- E. Tree trimming and removal.
- F. Masonry repair.
- G. Rough and finished carpentry – replacement of damaged wood framing, wood trim, wood cabinets and counter tops.
- H. Roofing and insulation repair and replacement.
- I. Doors and windows – repair and replacement.
- J. Painting – Interior and exterior.
- K. Floor finishes – replacement of VCT, LVT, vinyl base, rubber stair treads and carpet.
- L. Drywall and plaster repair or replacement.
- M. Mechanical – repair and replacement of HVAC systems.
- N. Electrical – repair and replacement of building electrical fixtures and devices and repair and replacement of pole lights.
- O. Plumbing – repair and replacement of building plumbing fixtures.
- P. Fire, water or mold cleaning and damage restoration of dwelling units.

**2.1.1 Construction-related Work.** The Authority reserves the right to contract with the successful Offeror(s) to provide what may eventually be determined to be construction-related work (hence, the inclusion of a number of attached HUD forms necessary for construction-related services and additional clauses pertaining to Davis-Bacon Prevailing Wage Rates). Davis-Bacon will be required for all covered Task Orders exceeding \$2,000. Current Davis-Bacon Wage Determination is attached as **Attachment 15**. The Contractor will be responsible for providing to the Authority payrolls in accordance with the Davis-Bacon requirements, including all apprentices must be part of a DOL approved Apprenticeship Program.

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- 2.1.2** During the course of the contract, it shall be the Contractor's responsibility to provide all labor, materials and workmanship, which meet or exceed the current Virginia Uniform Statewide Building Code.
- 2.1.3** Workmanship shall be first class and of the best quality in accordance with accepted contemporary construction practices. Defective equipment and materials or materials damaged in the course of installation and testing, shall be replaced or repaired in an approved manner at no additional cost to the Authority.
- 2.1.4** General contracted work will fall under the applicable provisions of the HUD-5370 "General Conditions of the Contract for Construction". See **Attachment 13**. All job orders will be made under the provisions of HUD-5370. See **Attachment 13**.
- 2.1.5** Should any work items require permits; it will be the Contractor's responsibility to acquire necessary permits and pay all required fees. Inspection certificates from local authorities shall be delivered to the Authority.
- 2.1.6** Should a General Contractor use the services of a Subcontractor; the General Contractor will be responsible for familiarizing the Sub with all requirements of the contracted work. The General Contractor is responsible for requesting and receiving approval for each Subcontractor from the Authority. Subcontractor must be licensed and insured with same coverage as General Contractor and with the Charlottesville Redevelopment and Housing Authority as an additional insured for the job.
- 2.1.7** Progress payments will be made to the General Contractor upon submission and approval of all invoices. CRHA generally pays on a Net 30.
- 2.1.8** Contractor will be responsible for having a competent foreman on the job at all times. The Contractor will be responsible for the care and handling of materials on the work site. The Contractor will be responsible for any damage to his work or materials from the date of agreement to the date of acceptance of his work and shall make good any damage or loss during that period without additional cost to the Authority.

**RFP 22001**  
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**2.2 SPECIFIC REQUIREMENTS – CONSTRUCTION TRADES**

**2.2.1 Roofing**

The Contractor shall provide all general roofing services including, but not limited to the following:

2.2.1.1 Perform roofing installations/renovations and maintenance/repair to include but not limited to shingle, single ply, and multiple ply built up roofs, valleys, drain bowls, parapet walls, flashing, guttering, down spouts, seems, pitch pockets, etc.

2.2.1.2 Locate source of roofing system leaks and recommend materials to repair leaks. Remove and install composite shingle roofing. Apply roofing repair materials in accordance with manufacturer's recommendation.

2.2.1.3 Contractor shall be certified to install, at a minimum two of the listed manufacturer as shown below for those type of roofs included properties owned and/or managed by CRHA:

- General Aniline and Film (GAF);
- CertainTeed;
- Firestone;
- Goodyear;
- Carlisle;
- John Manville;
- DuroLast.

**2.2.1.4 Examples of duties in this Class:**

- Troubleshoot and locate source of a roof leak;
- Select proper new roofing material to be compatible with existing roofing system material;
- Prepare roof surfaces for patching by following the manufactures recommendations;
- Install new roof, tie in to old roof properly;
- Check roof patch for water tightness. Report and document results.

**2.2.1.5 Qualification Standards**

Demonstrated/detailed knowledge of the practices and procedures of the roofing trade; general knowledge of the qualities, adaptability and uses of various roofing materials, practices and techniques; general knowledge of the roofing section of pertinent building codes; ability to skillfully use roofing tools; ability to work from blueprints, sketches, written and/or oral instructions.

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**CONSTRUCTION TRADE SERVICES**  
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Contractor shall hold at the time of submission, the Commercial Improvement (CIC) or the Roofing Contracting (ROC) specialty through the Department of Professional and Occupational Regulation (DPOR), or be recognized by the “National Roofing Contractors Association”. Contractor shall submit their “NRCA” certificate along with their submittal package.

**2.2.2 Plumbing**

The Contractor shall provide all general plumbing services including, but not limited to the following:

- 2.2.2.1 Plumbing and pipe fitting installations/renovations and maintenance/repair of domestic water lines, valves and fixtures including hot water heaters and tanks.
- 2.2.2.2 Installation, maintenance and repair/replacement of bathroom fixtures such as basins, commodes, and urinals including valves, valve stems and washers.
- 2.2.2.3 Installation, maintenance and repair/replacement of kitchen/laboratory systems, i.e., but not limited to, basins, water, gas, air, and vacuum lines including replacement of valves, valve stems, washers, etc.
- 2.2.2.4 Maintain/repair valves and assorted hardware on water lines.
- 2.2.2.5 Locate and clear all blockages in commodes, urinals, sinks and drain lines.
- 2.2.2.6 Maintain and repair water pipe leaks throughout and under the building.
- 2.2.2.7 Perform maintenance, repair and/or replacement of sewage lines.
- 2.2.2.8 Cleaning of sewer and/or storm sewer lines.
- 2.2.2.9 Visual and/or video camera inspection of sewer and storm water lines.
- 2.2.2.10 **Examples of Duties in this Class:**

- Perform troubleshooting operations on plumbing and heating/cooling system;
- Perform corrective maintenance on equipment related to plumbing and heating/cooling systems;
- Clear/Open clogged drains and flush grease traps;
- Adjust and/or repair leaking faucets and other outlets;
- Assemble piping systems.

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**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
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**Painting, Carpentry, Electrical and General Contracting)**

**2.2.2.11 Qualification Standards**

The plumber mechanic shall hold a current Master's or Journeyman's plumbing license and have a demonstrated/detailed knowledge of the practices and procedures of the plumbing, heating/cooling, and the trade; general knowledge of the qualities, adaptability and use of various pipes, fittings and fixtures; practical knowledge of plumbing codes; ability to skillfully use plumbing tools; ability to work from blueprints, sketches, written and oral instructions. In addition, Contractor shall hold at the time of submission, the Plumbing Contractors (PLB) classification through the Department of Professional and Occupational Regulation (DPOR).

**2.2.3 Heating, Ventilation, Air-Conditioning (HVAC)**

The Contractor shall provide all general HVAC services including, but not limited to the following:

2.2.3.1 Perform journeyman level HVAC service and installation work with responsibility for determining work methods to be used to accomplish tasks; same comments as above

2.2.3.2 Plan work details and follow sketches, blueprints, operating and service manuals. Department supervisors assign and review the work and are consulted for the interpretation of unusual or complicated problems.

**2.2.3.3 Examples of Duties in this Class:**

- Trouble-shoot problems, determine causes and recommend various solutions;
- Provide written report of diagnosis and recommendations;
- Procure necessary spare parts, install and test for proper operation;
- Perform required oil tests; test tubes, perform eddy current tests;
- Make repairs to reciprocating compressors;
- Diagnose control problems.
- Make written reports including calculations, conclusions and recommendations;
- Repair and replace pneumatic control systems, i.e., Johnson, Robert Shaw, or other manufacturers as required.

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**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

**2.2.3.4 Qualification Standards**

The HVAC mechanic shall hold a current Journeyman's mechanical license and have a demonstrated/detailed knowledge of the standard practices, materials and processes of the HVAC trade; demonstrated/detailed knowledge of the design, installation, maintenance and repair of HVAC systems, apparatus and equipment; ability to lay-out work details; ability to interpret and work from sketches, blueprints, manuals and oral instructions. As required, a demonstrated/detailed knowledge of the design, construction and maintenance and repair of HVAC equipment. Also, the Contractor shall be licensed and certified for handling HCFC's and CFC's. Contractor shall hold at the time of submission, the HVAC Contractors (HVA) classification through (DPOR).

**2.2.4 Environmental Hazard Remediation and Abatement**

The Contractor shall provide all general environmental hazard remediation and abatement services including, but not limited to the following:

2.2.4.1 Perform environmental hazard remediation and abatement work with responsibility for determining work methods to be used in accomplishing assignments. The Contractor shall assign and review the requested work and shall be consulted for the interpretation of unusual or complicated problems.

**2.2.4.2 Examples of Duties in this Class:**

- Abatement and Remediation of mold and other airborne particles;
- Lead abatement or containment;
- Fire clean-up, restoration and repair;
- Flood clean-up repair and restoration;
- Water damage clean-up, including drying out units;
- Biohazard clean-up, remediation and treatment.

**2.2.4.3 Qualification Standards**

Contractor must have a demonstrated/detailed knowledge of the standard practices, equipment, materials and procedures of the environmental hazard clean-up, remediation and abatement trade; In addition, Contractor shall hold at the time of submission, industry certification.



**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

**2.2.5 Painting**

The Contractor shall provide all general painting services including, but not limited to the following:

2.2.5.1 Clean and prepare various surfaces to include power washing as designated by Authority representative;

2.2.5.2 Surfaces to be painted may be exterior as well as interior and consisting of various materials, i.e., plaster, dry wall, masonry, wood, etc.;

2.2.5.3 Ability to plan working details and follow sketches, blueprints and oral instructions;

2.2.5.4 Provide all necessary tools, equipment and labor to perform the required work.

**2.2.5.5 Examples of Duties in this Class:**

- Prepare surfaces by using sandpaper, brushes, steel wool, and power washers;
- Remove old paint using chemicals, scrapers, wire brushes, power washers, etc.;
- Fill nail holes, cracks and joints with putty, plaster and other approved fillers;
- Use approved pre-mixed paints or may use tint machine according to pre-determined paint color formulas;
- Apply coats of premier, paint, varnish, stain, enamel or lacquer to interior and exterior surfaces, trimmings and fixtures of buildings and other structures;
- Uses brushes, spray gun and paint rollers as requested by the Authority representative;
- Furnish and uses scaffolding and/or ladders, as needed.

**2.2.5.6 Qualification Standards**

Journeyman painter with excellent knowledge of the standard practices, materials and procedures of the painting trade; ability to use the tools and materials of the trade; ability to work from rough sketches and blueprints. Ability to provide all necessary material, equipment and labor to complete projects in a timely fashion.

**2.2.6 Carpentry/Casework**

The Contractor shall provide all general carpentry/casework services including, but not limited to the following:

2.2.6.1 Construct, erect, install, renovate, and repair casework, cabinets, counter tops, and other furnishings as directed by CRHA representative(s);

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

2.2.6.2 Ability to perform multi-trade functions that may include finish carpentry, cabinetry, woodworking, drywall repairs, flooring, door repairs, countertops repairs, etc.;

2.2.6.3 Ability to plan working details and follow sketches, blueprints and oral instructions;

2.2.6.4 Provide all necessary tools, equipment and labor to perform the required work.

**2.2.6.5 Examples of Duties in this Class:**

- Installation, repair, and finishing including baseboards, trim, doors and window casing, stair railings, cabinetry, countertops, and other millwork;
- Prepare surfaces by using sandpaper, brushes, steel wool, for primer, paint, varnish, stain, enamel, lacquer to interior surfaces, trim, and other wood fixtures in buildings;
- Prepare drawings for cabinetry, framing, and other construction projects as needed;
- Provide mock-ups for Authority's Representative for approval prior to commencing work;
- Build cabinets, vanities, trim out bathrooms, tubs, shower, and surrounding areas;
- Finish trim work in room additions, buildings, offices, etc. as needed by the Authority;
- Select and recommend materials for up-coming projects;
- Install cabinets, counters (to include laminate, granite, solid surfaces, etc.), molding, etc.

**2.2.6.6 Qualification Standards:**

Journeyman in finished carpentry / casework building with excellent knowledge of the standard practices, materials and procedures in structural components and the ability to repair and/or fabricate as needed; ability to use the tools and materials of the trade; ability to work from rough sketches and blueprint provide all necessary material, equipment and labor to complete projects in a timely fashion.

**2.2.7 Electrical**

The Contractor shall provide all general electrical services including, but not limited to the following:

2.2.7.1 Perform electrical work with responsibility for determining work methods to be used in accomplishing assignments. The Contractor shall assign and review the requested work and shall be consulted

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

for the interpretation of unusual or complicated problems. The Contractor must have access to bucket truck and/or lift.

**2.2.7.2 Examples of Duties in this Class:**

- Installation of electrical systems in conduit, i.e., E.M.T., I.M.T., rigid, and P.V.C., in various sizes;
- Installation and connection of electrical equipment to include light fixtures, switches, receptacles, controllers, electric motors, and other electrical devices;
- Repair and/or replacement of pole lights;
- Test circuits for continuity and proper connections, using various testing devices;
- Installation and corrective maintenance of various electrical systems, panel boxes, control boxes, etc.;
- Connects completed electrical circuits to power source and tests operation of all installed equipment;
- Diagnose and locate problems occurring in malfunctioning electrical systems such as thermostats, fire alarms, lighting systems (interior and exterior) and electrical shop equipment;
- Test equipment using voltmeter, ammeter, Simpson meter, etc.;
- Install different types of cables such as fiber optic, coax, and Ethernet for telephone and data lines;
- Check electric motors, repair and replace if necessary;
- Maintain, install and repair such equipment as fans, heating appliances, all types of lighting systems, connections for office machines, distribution panels, etc.;

**2.2.7.3 Qualification Standards**

Electrician shall have a current Master's or Journeyman's electrical license. Must have a demonstrated/detailed knowledge of the standard practices, materials and procedures of the electrical trade; demonstrated/detailed knowledge of the design, installation, maintenance and repair of electrical systems and equipment. Ability to interpret and work from sketches, blueprints, wiring diagrams and oral instructions. In addition, Contractor shall hold at the time of submission, the Electrical Contractors (ELE) classification through (DPOR).

**2.2.8 General Contractor**

The Contractor shall provide all general construction services to complete a project including standard structural trades (carpentry, concrete, drywall, acoustical ceilings, flooring, cabinetry, etc.), locksmith, mechanical trades

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

and electrical services. The contractor will be responsible for the coordination of all trades to complete the project within the agreed timeframe.

**2.2.8.1 Examples of Duties in this Class:**

- Minor renovation work including structural, mechanical and electrical work to perform small renovation projects in properties owned and/or managed by CRHA including its administrative buildings;
- Coordination and management of various subcontractors to provide a turnkey job to CRHA;
- Concrete work for sidewalks, retaining walls, foundations, etc.

**2.2.8.2 Qualification Standards**

The General Contractor shall demonstrate appropriate expertise and required licenses to perform work that includes construction, remodeling, repair, improvement, or demolition of buildings and structures. Thorough knowledge of the various construction trades and demonstrated ability to coordinate efforts of staff either provided by general contractor and/or subcontractors. Shall have the ability to keep a project on schedule and ensure timely completion of work involving multiple trades. In addition, Contractor shall hold at the time of submission, a Class A, Class B or Class C classification through (DPOR).

**2.3 METHOD OF AWARD (TASK ORDER)**

The Authority will retain the right to contract with any of the Offerors as a result of this RFP, which shall occur in the following manner (this is sometimes called “forming a pool” of contractors that the Authority may draw from):

**2.3.1 Issuance of Job Orders**

When the Authority has need of work in each service the Authority will evaluate which contractor’s services would be most appropriate to the job, including cost and time for completion. The Authority may provide a desired scope of work and request a proposal, including cost and time for completion from one or more of the selected contractors. The award of a particular job to a particular contractor will be made in the best interests of the Authority, in its sole discretion. The contractor will have 48 hours to respond to the Authority when contacted concerning a job unless it is an emergency.

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

The Authority's will issue a written Notice to Proceed before work may commence. Notices to Proceed will be issued on an as-needed basis for each service.

"Typical" Definition Pertaining to Emergencies: There are instances when it is not reasonable to wait for service, when service is required from a contractor immediately, meaning a contractor is needed to drive to the site quickly. Such cases include when a pipe has broken and water is shooting up or an electrical panel is "arching" and needs to be shut down and repaired (these examples are, of course, not all inclusive). In such cases the Authority reserves the right to (and probably will) suspend the two-day required response time.

**2.3.2 Task Orders**

Once an available contractor has been chosen (as detailed within the preceding 2.2), the contractor and the Authority representative will meet at the applicable unit (s), conduct an inspection, and mutually determine the extent of the required repair and cleaning work and finalize the scope and cost, which shall be calculated as follows on the Task Order Form. There should be no charge for the walk-through and proposal preparation:

**2.3.2.1 Repair Services:** Each Offeror has, in response to this RFP submitted proposed unit and hourly fees for the various services and positions that will be needed to complete the work. When the contractor and the Authority representative inspect the unit, they shall ascertain:

**2.3.2.2 Repairs Required:** A complete list of all of the repairs that needs to be and will be completed. Please note that after acceptance by the Authority, this list may only be revised in writing approved by the Authority.

**2.3.2.3 Supplies/Materials:** The complete detailed list of supplies and materials needed to complete the repairs, including any fixtures that will be replaced. The Authority shall pay the Contractor's actual cost for materials. The Contractor shall provide materials invoice with the original Contractor's invoice before payment.

**2.3.2.4 Labor Hours:** The number of hours that the contractor will require for each position to complete the required work.

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

2.3.2.5 **Labor Rates All-inclusive:** Unless otherwise provided for herein, the hourly labor fees proposed shall be all-inclusive all other items, services and costs that the contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; overhead; etc.

2.3.2.6 **Warranty/Guarantee:** All work provided by any contractor pursuant to any contract that ensues from this RFP shall be warranted or guaranteed by that contractor for a period of time of not less than one year.

**2.4 REQUIRED STATE CONTRACTOR'S LICENSE**

As required by the Commonwealth of Virginia, the contractor shall be in possession of a current Class A, B or C contractor's license and/or any required certifications.

**2.5 CURRENT CONTRACTOR**

The Authority does not have any previous contractors for these services.

**2.6 SPECIAL INSTRUCTIONS TO OFFERORS**

**2.6.1 Definitions:**

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

Charlottesville Redevelopment and Housing Authority  
Procurement Office  
Delores Adams  
Procurement Consultant  
500 1<sup>st</sup> Street South  
Charlottesville, VA 23707  
Phone: 757-391-2913  
Fax: 757-399-8697  
Email: dadams@prha.org

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

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

- c. Pre-Proposal Conference:  
**2:00 p.m. on Tuesday, January 24, 2022**  
**Microsoft Teams**  
**Pre-register by 5:00 p.m. on January 23rd to receive meeting link.**
- d. Offerors of Record:  
Offerors receiving a copy of this RFP from a source other than the Issuing Office or via [www.eva.virginia.gov](http://www.eva.virginia.gov) must contact the Issuing Office via fax or e-mail and provide Offeror's name, address, contact person, e-mail address, telephone and fax number, and the RFP Item Number. Offeror will be added to the Planholders list and will receive notification of any addenda to the RFP.

**2.6.2 Questions:**

Offerors must submit questions regarding the Request For Proposal (RFP) in writing to the Issuing Office to [dadams@prha.org](mailto:dadams@prha.org) no later than **February 10, 2022**. Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents.

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

**2.6.4 Changes or Modifications:**

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

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

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

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

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

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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

- 2.6.5.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.
- 2.6.5.2.2 Section 15.5.B, Goals. <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.



**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

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

2.6.5.3.1 Including such firms, when qualified, on solicitation mailing lists;

2.6.5.3.2 Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;

2.6.5.3.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

2.6.5.3.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

2.6.5.3.5 Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Department of Minority Business Enterprise;

2.6.5.3.6 Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the housing community area and to award subcontracts for work in connection with the community to business concerns which are located in, or owned in substantial part by persons residing in the area of the community, as described in 24 CFR 135 and Section 3 of the Housing and Urban Development Act of 1968;

a. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above;

b. Monitor Section 3, minority and women-owned business contracts by performance tracking, reporting and compliance.

2.6.5.3.7 Goals may be established by PRHA periodically for participation by small businesses, minority-owned businesses, women's business enterprises, labor surplus area businesses, and business concerns which are located in, or owned in substantial part by persons residing in the

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

area of the community, in PRHA's prime contracts and subcontracting opportunities.

**2.6.6 RFP Closing:**

Offeror shall ensure its Proposal is submitted to eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov) no later than **3:00 p.m. on Thursday, February 17, 2022**. Proposals received after the specified date and time will not be accepted by eVA.

**3. PROPOSAL SUBMISSION INSTRUCTIONS**

**3.1 Procurements Standards**

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

**3.2 Submission of Proposals**

Any party interested in being considered for award must submit a Proposal package in response to this RFP in accordance with the instructions and terms hereunder and must demonstrate that the proposed Contractor is qualified, capable and ready to provide Trade Services immediately upon selection.

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

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

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

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

Panel will only consider information submitted in the proposal package on or before the submission deadline, except as noted elsewhere in this RFP.

**3.3 Submission Deadline**

The Authority must receive the Offeror's proposal package by **3:00 p.m.**, Local Prevailing Time **on February 17, 2022 at [www.eva.virginia.gov](http://www.eva.virginia.gov)**. It is the Offeror's responsibility to ensure that the proposal package is submitted by the designated time and date. Proposal packages which for any reason are not submitted within the deadline will not be accepted by eVA. Submissions by mail, email, telegram, telephone, facsimile or handwritten will not be accepted by the Authority.

**3.4 Confidentiality of Proposals**

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

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

Therefore, any part of the proposal package which, in the opinion of counsel to the Authority, is not exempt from production under the *Virginia Freedom of*

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

*Information Act* shall be available for public inspection upon completion of the procurement process.

**4. EVALUATION CRITERIA**

Selection of a firm to render services pursuant to this RFP will be made in accordance with HUD, VPPA and Authority procurement regulations and the Evaluation Criteria outlined below. All responsive proposal packages received by the time and date specified in this RFP shall be evaluated by the RFP Evaluation Panel. The Authority will select an Offeror(s) whose Proposal is most advantageous to the Authority.

**4.1 Technical Evaluation Criteria**

Evaluation Factors. The following factors will be utilized by the Authority to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the Offeror submits within his/her proposal submittal:

<b>EVALUATION CRITERIA</b>	<b>FACTOR TYPE</b>	<b>POINT VALUE</b>
<b>Evidence of the staff's ability to perform the work as indicated by experience with similar projects, agencies and clients, profiles of the principals' and staff's professional and technical competence/experience and commitment to services offered.</b>	<b>Subjective (Technical)</b>	<b>20 points</b>
<b>Familiarity and understanding of the Scope of Services including information regarding the firm's previous performance with the same or similar services as detailed in the solicitation.</b>	<b>Subjective (Technical)</b>	<b>20 points</b>
<b>Capability and capacity to include a description of the firm's capacity to provide the scope of services including plans to manage the scope of services, financial capability, workplan, Quality Control, reporting and billing in a timely manner, etc.</b>	<b>Subjective (Technical)</b>	<b>15 points</b>
<b>Demonstrated knowledge of Federal, State and Local building codes, laws, requirements and regulations including ANSI, Fair Housing, Section 504, ADA, etc. The overall quality and professional appearance of the proposal.</b>	<b>Objective</b>	<b>15 points</b>
<b>Price (will be evaluated by the Contracting Officer)</b>	<b>Objective (Technical)</b>	<b>20 points</b>
<b>Efforts to Utilize MBE's and WBE's in the Project</b>	<b>Subjective (Technical)</b>	<b>5 points</b>
<b>Section 3 Compliance Strategy</b>	<b>Objective</b>	<b>5 points</b>
<b>Evidence that the Firm or Individual is currently meets insurance requirements.</b>	<b>Objective</b>	<b>YES/NO</b>
<b>TOTAL POINTS AVAILABLE</b>		<b>100 points</b>

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

**5. SUBMISSION FORMAT**

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

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

**(20 Points)**

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

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

**(20 Points)**

The submission must contain information demonstrating the technical background, professional competence and experience of the organization and the Offeror's capability to coordinate and manage the expected work in the tasks described under the Scope of Services in Section 2. Offerors should describe their approach to providing Construction Trade services and describe their expertise as it relates to the rules and regulations governing public housing authorities and its programs and services. **The Authority must be able to verify references under this Evaluation Criterion.**

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

Attach a list of similar clients, giving name, address, size of agency, type of services provided and length of contract for each similar client that your organization has served in the last five years. Provide for each, the name, e-mail address, address and phone number for the contact or representative. **See Attachment 1- Experience List (The organizations listed should be the same type of organization as PRHA. The list should include no more than ten (10) firms to indicate previous experience working with Public Housing Authorities (PHAs) or other similar entities).**

**Tab 3. Capability and capacity to provide services thoroughly, on time and on budget.**  
**(15 Points)**

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

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

**Please complete Attachment 2 - Questionnaire.**

**Tab 4. Knowledge of Laws, Codes and Regulations demonstrating knowledge of Federal, State and local laws, rules and regulations, federal standards or other regulatory agencies' criteria having jurisdiction over the Authority**  
**(15 Points)**

Demonstrated knowledge of Federal, State and Local building codes, laws, requirements and regulations including ANSI, Fair Housing, Section 504, ADA, etc.

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

Please provide information on your organization's efforts to utilize Small, Minority and Women-owned businesses or your ownership designations if you are a MBE and/or WBE. Refer to **Attachment 3 – MBE & WBE** form for the Authority's policy regarding Minority and Women Business Enterprises.

**Tab 6. Section 3 Compliance Strategy (5 Points)**

Please provide information on your organization's Section 3 experience and refer to Attachment 5 for PRHA's Section 3 Program and Certification. At a minimum, use **Attachment 4** to detail your status as a Section 3 Business and to outline your Section 3 Compliance Strategy. Any additional information that you provide will be considered.

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

**Tab 7. Pricing Schedule (20 Points)**

List billing rates Offeror charges and identify other charges. Complete  
**Attachment 5 – Pricing Schedule.**

**Tab 8. Evidence that the Firm or Individual maintains liability, property, workmen's compensation and automobile insurance.**

Please attach a copy of the firm's insurance certificates.

**Tab 9. Required Forms**

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

**6. PROPOSALS EVALUATION AND SELECTION PROCESS**

**6.1 General**

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

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

**6.2 Proposal Evaluation**

The Contracting Officer will forward responsive proposal packages to the RFP Evaluation Panel. Each such proposal package will be evaluated by the RFP Evaluation Panel using the Technical selection criteria set forth in Section 4 of this RFP and scored on the basis of the information contained in the proposal package. Factors not specified in the RFP may not be considered. The CO will evaluate the Price and Section 3 Factors. The sum of the points assigned to each proposal

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

package by an individual panel member shall be averaged with all the panel members' scores for each Offeror. The CO shall add the Objective score and these numbers shall be the "Final Score" for each Offeror. Once qualified Offerors are determined, the Evaluation Panel may interview and require oral presentations of selected Offerors to clarify specific matters presented in the proposals. The selected Offeror(s) are required to assume responsibility for all services offered in their proposals.

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

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

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

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

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

### **6.3 Price Evaluation**

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



**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

**7. INSURANCE REQUIREMENTS**

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

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

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

**7.1 Worker's Compensation**

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

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

- a. Combined Single Limit:  
  
\$1,000,000 for Each Occurrence, in primary policy or through use of Umbrella or Excess Limits.

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

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

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

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

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

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

Minimum Limits:

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

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

**8. CONTRACTOR RESPONSIBILITY REVIEW**

**8.1 Selection**

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

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

**8.2 Assessment**

In assessing the Offeror's responsibility, the Authority may request the Offeror being considered for award to submit additional information, statements, and/or other documentation regarding any of the factors enumerated above. Failure of

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

such Offeror to provide such additional information within the time requested by the Authority may render the Offeror ineligible for award.

**9. AWARD CRITERIA**

**9.1 Award**

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

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

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

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

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

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

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

**9.2.2.1 Contract Form.** The Authority will not execute a contract on the Contractor's form—contracts will only be executed on the Authority form (please see Sample Contract), and by submitting a proposal the Contractor agrees to do so (please note that the Authority reserves the right to amend this form as the Authority deems necessary). However, the Authority will during the RFP process (prior to the submittal deadline) consider any contract clauses that the Offeror wishes to include therein and submits in writing a request for the Authority to do so; but the failure of the Authority to include such clauses does not give the Contractor the right to refuse to execute the Authority’s contract form. It is the responsibility of each prospective Offeror to notify the Authority, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Authority will consider and respond to such written correspondence, and if the prospective contractor is not willing to abide by the Authority’s response (decision), then that prospective contractor shall be deemed ineligible to submit a proposal.

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

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

**9.2.2.4 Unauthorized Sub-Contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty,

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Authority, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

**9.3 Contract Period**

The Authority anticipates that it will initially award a contract for the period of one (1) year with four (4) option years renewable at the Authority's sole discretion.

**9.4 Contract Type**

This RFP will result in a contract with payment terms to be negotiated between the Authority and the selected Offeror. The contract shall commence on the date specified therein and will be for the period of one year with four (4) option years renewable at the Authority's sole discretion.

**9.5 Start-up Costs**

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

**9.6 Confidentiality**

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

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

**10. WITHDRAWAL/MISTAKES**

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

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

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

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

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

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

**11. CONFLICT OF INTEREST**

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

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

**11.2** The Offeror's objectivity in performing the contract work may be impaired. In the event the Offeror has an organizational conflict of interest as defined herein, the Offeror shall disclose such conflict of interest fully in the proposal submission.

**11.3** The Offeror agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Executive Director which shall include a description of the action which the Offeror has taken or intends to take to eliminate or neutralize the conflict. The Authority may, however, terminate the contract if it is in its best interest.

**11.4** In the event the Offeror was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Executive Director, The Authority may terminate the contract for default.

**11.5** The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Offeror. The Offeror shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

**11.6** No member, officer, or employee of the Authority or Charlottesville Redevelopment and Housing Authority, no member of the governing body of the locality in which the project is situated, no member of the Board of Commissioners

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

- 11.7** In addition to complying with any applicable professional conduct standards relating to conflicts of interest, Contractor affirms and agrees that he/she has not represented any client in any matter pending against the Authority during the six month period preceding the resulting contract, and that he/she/the firm shall not represent any client in any capacity concerning any matter pending against the Authority during the existence of this contract, nor for a six month period following the end/termination of this contract.
- 11.8** The Authority reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision, which may include without limitation disqualification of the applicable Offeror.

**12. PROTEST PROCEDURES**

**12.1 Protest of Procurement Action:**

**Who May File:** Any actual or prospective Bidder/Offeror to a PRHA solicitation whose direct economic interest would be directly affected by the award of the contract, may protest a solicitation or a contract award only for alleged material violations of the principles of the PRHA Procurement Policy; HUD procurement regulations; and applicable Federal, State and local laws. The written protest shall include the basis for the protest and the relief sought. Solicitation documents shall set forth PRHA's protest rights.

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

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

**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

**Contracting Officer's Decision:** The Contracting Officer shall conduct an investigation as appropriate, and shall issue a written decision on the matter after reviewing all relevant information, within ten (10) days. The Contracting Officer's decision shall inform the protester of any appeal rights within PRHA. An award need not be delayed for the period allowed a bidder or Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

**12.2 Contract Claims:** All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer or designee. The Contracting Officer shall conduct an investigation as appropriate, and shall issue a written decision on the matter expeditiously after reviewing all relevant information. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of any appeal rights to the Executive Director

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

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

**12.3.2** Opportunity to present pertinent information;

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

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

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

**12.4 Deadline for Appeal:** All such appeals must be submitted by the contractor in writing within fourteen (14) calendar days from the date of the Contracting Officer's decision.

**12.5 Appeal to HUD:** HUD will only review protests in cases of violations of Federal law or regulations and failure of PRHA to review a complaint or protest.



**RFP 22001**  
**CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION TRADE SERVICES**  
**(Roofing, Plumbing, HVAC, Environmental Hazard Remediation/Abatement,**  
**Painting, Carpentry, Electrical and General Contracting)**

**LIST OF ATTACHMENTS**

Attachment 1 – Experience Form

Attachment 2 – Questionnaire

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

Attachment 4 - Section 3 Certification and Compliance Forms

Attachment 5 – Price Proposal

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

Attachment 7 - Authorization for Verification of References

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

Attachment 9 - Conflict of Interest Statement

Attachment 10 – W-9 Form

Attachment 11 – Non-Collusive Affidavit

Attachment 12 - Form HUD 5369-B Instructions to Offerors

Attachment 13 - Form HUD 5370 and Form HUD 5370EZ General Contract Conditions Construction

Attachment 14 – Sample Contract

Attachment 15 – Davis-Bacon Wage Determination

**NOTE: No Facsimile or Electronic proposals will be accepted.**

## ATTACHMENT 1

**Please complete a form for each organization that you have provided Construction Trade Services in the last five (5) years similar to CRHA. (List no more than 10 organizations)**

### **Experience Form**

Organization Name:

Address:

Organization Size (# Employees):

Type of Organization: \_\_\_\_\_ Public \_\_\_\_\_ Private

Organization Description:

Contact Name:

Address:

Phone Number:

E-mail Address:

Contract Term (if renewable, has it been renewed?):

Type of Construction Trade Services Provided to Organization:

## ATTACHMENT 2 - QUESTIONNAIRE

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

1. Has your organization, any principal of your organization, or any “Affiliated Entity” (i.e. an entity of which your organization or one or more principals of your organization serves or served as general partner, managing member, or manager, or an entity in which your organization or the principal[s] of your organization (individually or collectively) have or had a greater than 50% interest):
  - a. ever been terminated on a contract for cause?  
Yes \_\_\_\_ No \_\_\_\_
  - b. within the last five years, made payment on a contract for damages?  
Yes \_\_\_\_ No \_\_\_\_
2. Has your organization, any principal of your organization, or any Affiliated Entity, in the last three years, received a final order for willful and/or repeated violation(s) issued by any government agency?  
Yes \_\_\_\_ No \_\_\_\_
3. In the last ten years, has your organization, any principal of your organization, or any Affiliated Entity, had any judgment entered against it or them for any claim sounding in breach of contract, tortious interference with contract or a contract expectancy, discrimination, or fraud?  
  
Yes \_\_\_\_ No \_\_\_\_

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

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

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

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

## ATTACHMENT 2 - QUESTIONNAIRE

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

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

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

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

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

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

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

7. Is your organization or any officer, director, partner or owner currently censured by HUD Real Estate Assessment Center (REAC) from doing work for any reason?

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

## ATTACHMENT 3

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

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

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

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

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

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

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

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

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

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

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

### **ATTACHMENT 3**

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

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

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

\_\_\_\_\_  
Date

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

## Section 3 Business Concern Certification for Contracting

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

### Business Information

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

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

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

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

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

### Preferred Contact Information

☐ Same as above

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

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

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

☐ Corporation

☐ Partnership

☐ Sole Proprietorship

☐ Joint Venture

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

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

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

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

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### Business Concern Affirmation

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

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

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

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

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

#### FOR ADMINISTRATIVE USE ONLY

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

☐ YES ☐ NO

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



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

**Eligibility Guidelines**

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

**Individual Income Limits**

<b>FY 2021 Income Limit Area</b>	<b>Income Limits Category</b>	<b>FY 2021 Income Limits</b>
	Extremely Low Income Limits (30%)	\$19,700
City of Charlottesville, VA	Very Low Income Limits (50%)	\$32,800
	Low Income Limits (80%)	\$52,500

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

**Section 3 Worker Definition:**

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

**Targeted Section 3 Worker Definition:**

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

## Section 3 Worker and Targeted Section 3 Worker Self-Certification

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The purpose of HUD's 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. **Your response is voluntary, confidential, and has no effect on your employment.**

### Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

**Instructions:** Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: \_\_\_\_\_

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)? ☐ YES ☐ NO
2. Are you a resident of the [City/County of insert name] ☐ YES ☐ NO
3. In the field below, select the amount of individual income you believe you earn on an annual basis. \*The grantee should confirm that their state and local laws do not prohibit this question.

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Less than \$10,000  | <input type="checkbox"/> \$30,001 - \$40,000 | <input type="checkbox"/> More than \$60,000 |
| <input type="checkbox"/> \$10,001 - \$20,000 | <input type="checkbox"/> \$40,001 - \$50,000 |   |
| <input type="checkbox"/> \$20,001 - \$30,000 | <input type="checkbox"/> \$50,001 - \$60,000 |   |

Select from **ONE** of the following two options below:

I qualify as a:

- ☐ Section 3 Worker (as defined on page 4 of Section 3 Worker Certification Form)
- ☐ Targeted Section 3 Worker (as defined on pages 4-5 of Section 3 Worker Certification Form)

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### Employee Affirmation

I affirm that the above statements (on frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

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

Print Name: \_\_\_\_\_ Date Hired: \_\_\_\_\_

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

#### FOR ADMINISTRATIVE USE 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 this an applicant who was hired as a result of the Section 3 project? ☐ YES ☐ NO

If Yes, what is the name of the company? \_\_\_\_\_

What was the date of hire? \_\_\_\_\_

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

## Charlottesville Redevelopment and Housing Authority

### Section 3 Income Limits

#### Eligibility Guidelines

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

#### Individual Income Limits

FY 2021 Income Limit Area	Income Limits Category	FY 2021 Income Limits
City of Charlottesville, VA	Extremely Low Income Limits (30%)	\$19,700
	Very Low Income Limits (50%)	\$32,800
	Low Income Limits (80%)	\$52,500

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

#### Section 3 Worker Definition:

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

#### Targeted Section 3 Worker Definition (for public housing)

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

Targeted Section 3 Worker Definition (for housing and community development)

- 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:
  - Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5
  - A YouthBuild participant.

## ATTACHMENT 5 – PRICE PROPOSAL

**Proposed Fees:** Each Offeror must submit the proposed unit fees for each of the following items within a Lot (an Offeror may submit a price on as many Lots as he/she is qualified to price—i.e., most importantly has the requisite licensing and experience; though an Offeror may choose which Lots he/she prices, once an Offeror has entered a cost for an item in a Lot, he/she must enter a cost for all items in that Lot). Such fees shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; supplies; tools; equipment; long distance telephone calls; document copying; etc. Material will be billed at actual cost. You must enter a proposed fee for the majority of Pricing Items in a Lot (a "No Bid" is not allowed for any item), though a “No Charge” is allowed for several of the Pricing Items. An Afterhours Rate shall be allowed. The Afterhours time is 5:00 p.m. – 6:00 a.m.

Lot No.	Item No.	U/M	Description	Price				
			Lot #1: Roofing	Base Year	Option Yr. 1	Option Yr. 2	Option Yr. 3	Option Yr. 4
1	1	Hours	Roofer, Supervisor	\$	\$	\$	\$	\$
1	2	Hours	Roofer, Skilled	\$	\$	\$	\$	\$
1	3	Hours	Roofer, Laborer	\$	\$	\$	\$	\$
1	4	Hours	Roofer, Supervisor – Afterhours	\$	\$	\$	\$	\$
1	5	Hours	Roofer, Skilled – Afterhours	\$	\$	\$	\$	\$
1	6	Hours	Roofer, Laborer– Afterhours	\$	\$	\$	\$	\$

## ATTACHMENT 5 – PRICE PROPOSAL

Lot No.	Item No.	U/M	Description	Price				
			Lot #2: Plumbing	Base Year	Option Yr. 1	Option Yr. 2	Option Yr. 3	Option Yr. 4
2	7	Hours	Plumber, Master	\$	\$	\$	\$	\$
2	8	Hours	Plumber, Journeyman	\$	\$	\$	\$	\$
2	9	Hours	Plumber, Apprentice	\$	\$	\$	\$	\$
2	10	Hours	Plumber, Laborer	\$	\$	\$	\$	\$
2	11	Hours	Plumber, Master - Afterhours	\$	\$	\$	\$	\$
2	12	Hours	Plumber, Journeyman – Afterhours	\$	\$	\$	\$	\$
2	13	Hours	Plumber, Apprentice - Afterhours	\$	\$	\$	\$	\$
2	14	Hours	Plumber, Laborer - Afterhours	\$	\$	\$	\$	\$
2	15	Hours	Backhoe	\$	\$	\$	\$	\$
2	16	Hours	"Jetter-type" Line Cleaner	\$	\$	\$	\$	\$
2	17	Hours	"Snake-type" Line Inspection Camera	\$	\$	\$	\$	\$

## ATTACHMENT 5 – PRICE PROPOSAL

Lot No.	Item No.	U/M	Description	Price				
			Lot #3: HVAC	Base Year	Option Yr. 1	Option Yr. 2	Option Yr. 3	Option Yr. 4
3	18	Hours	HVAC, Master	\$	\$	\$	\$	\$
3	19	Hours	HVAC, Journeyman	\$	\$	\$	\$	\$
3	20	Hours	HVAC, Apprentice	\$	\$	\$	\$	\$
3	21	Hours	HVAC, Laborer	\$	\$	\$	\$	\$
3	22	Hours	HVAC, Master - Afterhours	\$	\$	\$	\$	\$
3	23	Hours	HVAC, Journeyman - Afterhours	\$	\$	\$	\$	\$
3	24	Hours	HVAC, Apprentice - Afterhours	\$	\$	\$	\$	\$
3	25	Hours	HVAC, Laborer - Afterhours	\$	\$	\$	\$	\$



# ATTACHMENT 5 – PRICE PROPOSAL

Lot No.	Item No.	U/M	Description	Price				
			Lot #4: Environmental Hazard Abatement and Remediation	Base Year	Option Yr. 1	Option Yr. 2	Option Yr. 3	Option Yr. 4
4	26	Hours	Supervisor	\$	\$	\$	\$	\$
4	27	Hours	Technician	\$	\$	\$	\$	\$
4	28	Hours	Laborer	\$	\$	\$	\$	\$
4	29	Hours	Supervisor - Afterhours	\$	\$	\$	\$	\$
4	30	Hours	Technician - Afterhours	\$	\$	\$	\$	\$
4	31	Hours	Laborer - Afterhours	\$	\$	\$	\$	\$
4	32	Hours	Trucks with High-powered Truck-mounted Extraction Equipment (equipment must generate min of 45 hp and 18" of vacuum lift)	\$	\$	\$	\$	\$
4	33	Days	Drying Fans (must generate minimum 2,200 cfm of laminar air flow)	\$	\$	\$	\$	\$
4	34	Days	Dehumidifiers (minimum of 1,000/pints/day)	\$	\$	\$	\$	\$

## ATTACHMENT 5 – PRICE PROPOSAL

Lot No.	Item No.	U/M	Description	Price				
			Lot #5: Painting (Interior/Exterior)	Base Year	Option Yr. 1	Option Yr. 2	Option Yr. 3	Option Yr. 4
5	35	Hours	Painter, Master	\$	\$	\$	\$	\$
5	36	Hours	Painter, Journeyman	\$	\$	\$	\$	\$
5	37	Hours	Painter, Apprentice	\$	\$	\$	\$	\$
5	38	Hours	Painter, Laborer	\$	\$	\$	\$	\$
5	39	Hours	Painter, Master - Afterhours	\$	\$	\$	\$	\$
5	40	Hours	Painter, Journeyman - Afterhours	\$	\$	\$	\$	\$
5	41	Hours	Painter, Apprentice - Afterhours	\$	\$	\$	\$	\$
5	42	Hours	Painter, Laborer - Afterhours	\$	\$	\$	\$	\$

## ATTACHMENT 5 – PRICE PROPOSAL

Lot No.	Item No.	U/M	Description	Price				
			Lot #6: Carpentry (Structural)	Base Year	Option Yr. 1	Option Yr. 2	Option Yr. 3	Option Yr. 4
6	43	Hours	Carpenter, Master	\$	\$	\$	\$	\$
6	44	Hours	Carpenter, Journeyman	\$	\$	\$	\$	\$
6	45	Hours	Carpenter, Apprentice	\$	\$	\$	\$	\$
6	46	Hours	Carpenter, Laborer	\$	\$	\$	\$	\$
6	47	Hours	Carpenter, Master - Afterhours	\$	\$	\$	\$	\$
6	48	Hours	Carpenter, Journeyman - Afterhours	\$	\$	\$	\$	\$
6	49	Hours	Carpenter, Apprentice - Afterhours	\$	\$	\$	\$	\$
6	50	Hours	Carpenter, Laborer - Afterhours	\$	\$	\$	\$	\$

# ATTACHMENT 5 – PRICE PROPOSAL

Lot No.	Item No.	U/M	Description	Price				
			Lot #7: Electrical	Base Year	Option Yr. 1	Option Yr. 2	Option Yr. 3	Option Yr. 4
6	51	Hours	Electrician, Master	\$	\$	\$	\$	\$
6	52	Hours	Electrician, Journeyman	\$	\$	\$	\$	\$
6	53	Hours	Electrician, Apprentice	\$	\$	\$	\$	\$
6	54	Hours	Electrician, Laborer	\$	\$	\$	\$	\$
6	55	Hours	Electrician, Master - Afterhours	\$	\$	\$	\$	\$
6	56	Hours	Electrician, Journeyman - Afterhours	\$	\$	\$	\$	\$
6	57	Hours	Electrician, Apprentice - Afterhours	\$	\$	\$	\$	\$
6	58	Hours	Electrician, Laborer - Afterhours	\$	\$	\$	\$	\$

## ATTACHMENT 5 – PRICE PROPOSAL

Item No.	U/M	Description	Price					
			<b>Lot #8: General Contracting</b>	<b>Base Year</b>	<b>Option Yr. 1</b>	<b>Option Yr. 2</b>	<b>Option Yr. 3</b>	<b>Option Yr. 4</b>
7	59	Hours	Supervisor	\$	\$	\$	\$	\$
7	60	Hours	Skilled Trades	\$	\$	\$	\$	\$
7	61	Hours	Laborer	\$	\$	\$	\$	\$
7	62	Hours	Supervisor - Afterhours	\$	\$	\$	\$	\$
7	63	Hours	Skilled Trades - Afterhours	\$	\$	\$	\$	\$
7	64	Hours	Laborer - Afterhours	\$	\$	\$	\$	\$

### Additional Information Pertaining to the Pricing Items:

**Quantities:** The ensuing contract will be an Indefinite Quantities Contract (IQC), in that the Authority shall retain the right to form a pool of potential contractors that the Authority may make awards to, on a task order basis, any number of services the Authority requires.

**Submission of Fees/Lots:** As stated previously, these services are divided into eight (8) separate service lots: Roofing; Plumbing; HVAC; Environmental Hazard Abatement/Remediation; Painting; Carpentry, Electrical and General Contracting. Offerors are not required to price every Lot (meaning, for example, a plumber is not required to price Roofing services); however, if an Offeror prices any one-line item listed within a Lot, he/she must price all line items within that Lot (i.e., a plumber may not choose to provide "Master Plumber" services only--he must also complete all price line items within that Lot).

## ATTACHMENT 5 – PRICE PROPOSAL

**Additional Information Pertaining to the Afterhours Rate:** Pertaining to these Pricing Items, if the Offeror chooses to enter "No Charge" for this item, means that if awarded the contract, the bidder WILL NOT, request a payment differential for services when requested between 5:00 p.m. and 6:00 a.m. The successful Offeror is expected to provide services at the request of the Authority at any time and at any quantity during the contract period as may be ordered by the Authority. The pay differential is for employee wages only. It does not include any of the other items included in the Price such as clerical support; overhead; profit; licensing; insurance; supplies; tools; equipment, etc.

### **Pertaining to Certain Listed Positions Listed:**

**Master/Supervisor:** The contractor's assigned highest skilled staff person who has responsibility to supervise the work at the Authority's site. This person may, while supervising, also perform work typically assigned to the following listed positions.

**Journeyman/Apprentice /Technician:** The contractor's assigned skilled staff person who typically performs the skilled required work.

**Laborer:** The contractor's assigned staff person who typically performs the unskilled labor services to assist the other described staff.

**Assumption:** It shall be the Authority's assumption that the successful bidder has based his/her proposed pricing upon the proposed hourly rates submitted by the Offeror and by submitting a proposal in response to this RFP, the successful Offeror automatically agrees that such is accurate. Material used must be billed at actual rate. Original Material invoices must be submitted with invoice. Accordingly, the Authority may use such assumption, if necessary, to do any lump-sum bid breakdown calculations during the term of the ensuing contract.

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

Federal Tax ID: \_\_\_\_\_ DUNS Number: \_\_\_\_\_

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

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

## ATTACHMENT 5 – PRICE PROPOSAL

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

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

# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

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

### 1. Contingent Fee Representation and Agreement

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

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and



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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

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## **ATTACHMENT 7 - AUTHORIZATION FOR VERIFICATION OF REFERENCES**

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

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Printed Name and Address of Offeror/Bidder

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Printed Name and Title of Authorized Representative or Official of Offeror/Bidder

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Signature of Authorized Representative or Official of Offeror/Bidder      Date

## ATTACHMENT 8

### STATEMENT OF OFFEROR'S QUALIFICATIONS

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

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

## ATTACHMENT 8

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

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

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

CRHA CONFLICT OF INTEREST STATEMENT

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

**PART I. CONFLICT OF INTEREST**

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

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

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

## **ATTACHMENT 9**

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

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

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

## ATTACHMENT 9

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

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Printed Name and Title of Authorized Official or Responder

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Date

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Signature of Authorized Official of Responder

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Date



## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
				-				-		
Employer identification number										
				-						

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

## **Updating Your Information**

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

## **Penalties**

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

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

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

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

## **Specific Instructions**

### **Name**

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

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

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

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

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

## Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

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

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

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

### Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

### Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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

**A F F I D A V I T**  
**(Prime Bidder)**

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

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

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

By \_\_\_\_\_

Title \_\_\_\_\_

(Affix Corporate Seal if required)

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

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

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

**A F F I D A V I T**  
**(Subbidder)**

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

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

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

By \_\_\_\_\_

Title \_\_\_\_\_

(Affix Corporate Seal if required)

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

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

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

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. Contract Award**

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

(b) The HA may

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

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

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

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

## **8. Service of Protest**

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

## **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]



# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 11/30/2023)

**Applicability. This form is applicable to any construction/development contract greater than \$150,000.**

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Clause		Page	Clause		Page
1.	Definitions	2	<b>Administrative Requirements</b>		
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
	<b>Construction Requirements</b>		28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated	12
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18.	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against Liens	9	48.	Procurement of Recovered Materials	19

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

## 3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

## 2. Contractor's Responsibility for Work

- 
- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
  - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
  - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
  - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

#### **4. Other Contracts**

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA 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 by PHA employees

#### **Construction Requirements**

##### **5. Pre-construction Conference and Notice to Proceed**

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

##### **6. Construction Progress Schedule**

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

##### **7. Site Investigation and Conditions Affecting the Work**

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

## 8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

## 9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
  - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

#### 12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

### 13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
  - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
  - (2) Protect the lives, health, and safety of other persons;
  - (3) Prevent damage to property, materials, supplies, and equipment; and,
  - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
  - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
  - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

### 15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

### 16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

#### **17. Temporary Buildings and Transportation of Materials**

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

#### **18. Clean Air and Water**

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

#### **19. Energy Efficiency**

The Contractor shall comply with 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 the contract is performed.

#### **20. Inspection and Acceptance of Construction**

- (a) Definitions. As used in this clause -
  - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
  - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
  - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

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- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
  - (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
  - (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
  - (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
  - (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

## 21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

## 22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

## 23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of \_\_\_\_\_ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.



- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

#### 24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

#### Administrative Requirements

#### 25. Contract Period

this contract within \_\_\_\_\_ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

#### 26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

#### 27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than \_\_\_\_\_ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

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

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

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

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

## 29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

### 30. Suspension of Work

- (a) The Contracting 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 Contracting Officer determines appropriate for the convenience of the PHA.
- (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 Contracting Officer in the administration of this contract, or (2) by the Contracting 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 Contracting Officer in writing of the act or failure to act involved (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.

### 31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
  - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ \_\_\_\_\_ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

### 34. Termination for Convenience

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

### 35. 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 PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
  - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount]

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

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

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

### 37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall 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.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

### 38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:Á

- (a) Placing qualified small and minority businesses andÁ women's business enterprises on solicitation lists;Á
- (b) Ensuring that small and minority businesses andÁ women's business enterprises are solicited wheneverÁ they are potential sources;Á
- (c) Dividing total requirements, when economically feasible,Á into smaller tasks or quantities to permit maximumÁ participation by small and minority businesses andÁ women's business enterprises;Á
- (d) Establishing delivery schedules, where the requirementsÁ of the contract permit, which encourage participation byÁ small and minority businesses and women's businessÁ enterprises; andÁ
- (e) Using the services and assistance of the U.S. SmallÁ Business Administration, the Minority BusinessÁ Development Agency of the U.S. Department ofÁ Commerce, and State and local governmental smallÁ business agencies.Á

### 39. Equal Employment Opportunity

During the performance of this contract, the ContractorÁ Ñ^|Á| agrees as follows:Á

- (a) The ContractorÁ Ñ^|Á| shall not discriminate against anyÁ employee or applicant for employment because of of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.Á
- (b) The ContractorÁ Ñ^|Á| shall take affirmative action to Á ensure thatÁ applicants are employed, and that employees Á are treatedÁ during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such actionÁ shall include, but not be limited to, (1) employment, (2)Á upgrading demotion, (4) transfer, (5) recruitment orÁ recruitment advertising, (6) layoff or termination, (7) rates/ of pay or other forms of compensation, and (8) selectionÁ for training including apprenticeship Á

(c) The Contractor shall agree to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, 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, Section 503 of the Rehabilitation Act of 1973, 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 that the Contractor is in non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

#### **40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**

(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.

(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).

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#### 41. 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 therefrom.

#### 42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, 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 the PHA 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.

#### 43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (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.

#### 44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

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

- (a) The PHA, 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 (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, 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.

#### 46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

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

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.



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

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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#### 47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
  - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

#### 48. Procurement of Recovered Materials.

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

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

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

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

**ARTICLE 1. STATEMENT OF WORK.** The Contractor shall furnish all supervision, labor, materials, approvals and services as outlined in the proposal to the Authority (Proposal), as and to the extent requested by Authority in accordance with Article 3 below. All services performed must be in strict accordance with the Proposal. All work performed must also be in strict accordance with the Request for Proposal (RFP) entitled "Construction Trade Services." The Contractor shall perform any and all work in a good and workmanlike manner, consistent with all applicable professional standards, Federal or state law or regulations and such other standards or requirements as the Authority may request. This contract is for on-call, as needed Construction Trade Services. The Contractor will receive Task Orders for each project assigned.

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

**ARTICLE 2. CONTRACT PRICE.** Subject to the terms and conditions hereof, the Authority shall pay the Contractor for the performance of satisfactory services under this Contract, in current funds, the rates negotiated. Provided however, that the amount paid by Authority hereunder shall not exceed \$150,000 per year.

The Authority will make progress payments to the Contractor within thirty (30) days from submittal of periodic estimate for partial payment and will pay for; work in place found acceptable by the Authority at its sole discretion, material required by the Contract Documents delivered to and properly stored on the site, and preparatory work completed to the sole satisfaction of the Authority.

In making such progress payments, the Authority shall retain 10% of each progress payment amount until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the Authority may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the Authority shall reinstate the

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

ten (10) percent retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

**ARTICLE 3. COMPLETION DATE.** The Contractor shall agree to complete this work as specified by the Proposal. If the Authority desires the Contractor to carry out a project, the Authority shall send to the Contractor a written notice to proceed (the "Task Order"). The Contractor shall provide the services as requested by the Authority, including meeting all time deadlines established by project Task Orders. If and to the extent a term or condition of a Task Order expressly contradicts a term or condition of this Contract, then except with respect to the "not to exceed" per term limitation on amounts paid under this Contract, the Task Order shall govern. If the Contractor is unable to comply with the requirements of any Task Order, then the Contractor shall so notify Authority within two (2) business days of receipt of same. The Contractor recognizes that the decision to issue a Task Order for any specific project, shall lie within the Authority's sole discretion.

The Contractor shall diligently prosecute all work required by a Task Order to completion. If the Contractor shall fail to complete the work specified in a Task Order within the time for performance indicated in the Task Order, or any written extension provided by the Authority, then at any time prior to actual receipt of the contracted service, the Authority shall have the right to cancel the Task Order. This Contract shall not otherwise be amended except by a written instrument executed by both parties.

**ARTICLE 4. CONTRACT TERM.** This contract shall commence on the date first stated above and shall continue for one (1) year with four (4) annual option years at the Authority's sole discretion. All terms and conditions of this Contract shall continue to apply to any period of continuation. Notwithstanding any of the foregoing, if the Authority shall have issued (and not cancelled) one or more Task Orders to the Contractor prior to the end of any Term or Additional Term, and this Contract shall terminate as a result of the end of any Term or Additional Term (or any extension thereof) prior to completion of the work required by any said Task Orders, then the Contractor shall complete the work required by all said Task Orders and the terms of this Contract shall continue to apply to same.

During any Term or Additional Term, Contractor and its employees performing work hereunder shall remain in good standing with all applicable governmental and/or professional licensing requirements. Any failure so to do shall be grounds for immediate termination of this Contract by the Authority. Contractor may not be entitled to compensation for work performed hereunder for which the firm (or the applicable employee[s]) was not appropriately licensed and in good standing.

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

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

- a. This Instrument and all forms and attachments
- b. RFP 2022-01 and all Forms and Attachments
- c. Proposal
- d. HUD-5370 General Conditions for Construction Contract
- e. Resolution # dated

This Instrument together with the other documents enumerated in this Article 5, which said documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision of a component part conflicts with another component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

### **ARTICLE 6. SUBCONTRACTORS**

Any subcontract entered into by Contractor for work hereunder is subject to prior approval by Authority. Without limitation, Contractor shall ensure that any contract entered into by and between Contractor and a subcontractor to perform work hereunder requires the subcontractor to comply, as applicable, with Sections 41, 42 and 43 (conflict of interest), 46 (Labor Standards-Davis-Bacon) and 39 (equal employment), and, if determined applicable by CRHA, 40 (Section 3) of HUD Form 5370-General Conditions (Construction). Contractor shall further ensure that no subcontractor has been debarred by HUD or otherwise barred from working on federally-funded programs or projects.

**ARTICLE 7. HOLD HARMLESS.** The Contractor shall save and hold the Authority, its Commissioners, officers, employees, servants, agents and other contractors harmless from any and all claims, damages, costs, fines, fees and/or expenses resulting, directly or indirectly, from the performance, non-performance or misperformance of this Contract by the Contractor and/or its officers, employees, agents, servants or contractors.

**ARTICLE 8. TERMINATION OF CONTRACT FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination.

**ARTICLE 9. TERMINATION OF CONTRACT FOR CONVENIENCE.** Independent of Article 7, the Authority reserves the right to terminate this contract in whole, or from time to time in part, for the Authority's convenience. In the event of

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

termination of this Contract for convenience, the rights and obligations of the parties shall be governed by the applicable provisions of HUD Form 5370-General Conditions Construction.

### **ARTICLE 10. ASSIGNS/SUCCESSORS**

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

### **ARTICLE 11. APPLICABLE LAW/VENUE**

This Contract shall be governed by the regulations of the U.S. Department of Housing and Urban Development and the laws of the Commonwealth of Virginia.

Any and all suits for any claims or for any and every breach or dispute arising out of the Contract shall be maintained in the appropriate court of competent jurisdiction

### **ARTICLE 12. FORCE MAJURE**

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

### **ARTICLE 13. OWNERSHIP OF DOCUMENTS**

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

### **ARTICLE 14. IMMIGRATION CLAUSE**

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

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

### **ARTICLE 15. DRUG-FREE WORKPLACE**

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

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

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

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

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

### **ARTICLE 17. SEVERABILITY**

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

### **ARTICLE 18. MODIFICATION**

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



## ATTACHMENT 14 – FORM OF CONTRACT

### **ARTICLE 19. EXTENT OF AGREEMENT**

This Contract represents the entire and integrated Contract between the Authority and the contractor and supersedes all prior negotiations, representations or Agreements either written or oral.

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

If to Authority:

Charlottesville Redevelopment and Housing Authority  
1000 1st Street South  
Charlottesville, VA 22902  
Attn: Delores Adams  
Facsimile: (757) 399-8697  
Email: [dadams@prha.org](mailto:dadams@prha.org), cc: [salesj@cvilleha.com](mailto:salesj@cvilleha.com)

If to Contractor:

Address  
Attn:  
Facsimile:  
Email:

[SIGNATURES ON NEXT PAGE]

**ATTACHMENT 14 – FORM OF CONTRACT**

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

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Business Address:  
\_\_\_\_\_  
(Street)  
\_\_\_\_\_  
(City, State) (Zip Code)

**CHARLOTTESVILLE REDEVELOPMENT  
AND HOUSING AUTHORITY**

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
Title Executive Director  
Date \_\_\_\_\_  
Business Address:  
1000 1<sup>st</sup> Street South  
Charlottesville, VA 22902  
\_\_\_\_\_  
(Corporate Seal)

"General Decision Number: VA20220133 01/07/2022

Superseded General Decision Number: VA20210133

State: Virginia

Construction Type: Residential

Counties: Albemarle and Charlottesville\* Counties in Virginia.

\*INDEPENDENT CITY

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/07/2022

\* ENGI0147-012 05/01/2018

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

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 SUVA2012-009 08/08/2014

	Rates	Fringes
BRICKLAYER.....	\$ 16.35	0.00
CARPENTER.....	\$ 16.21	1.84
CEMENT MASON/CONCRETE FINISHER...	\$ 16.84	0.00
ELECTRICIAN.....	\$ 16.34	0.00
IRONWORKER, ORNAMENTAL.....	\$ 15.59	0.00
IRONWORKER, STRUCTURAL.....	\$ 21.55	1.39
LABORER: Common or General.....	\$ 11.45	0.00
LABORER: Mason Tender - Brick...	\$ 12.37	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.37	0.00
LABORER: Pipelayer.....	\$ 14.88	1.51
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 17.36	2.25
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 15.26	0.80
OPERATOR: Bulldozer.....	\$ 15.29	2.27
OPERATOR: Loader.....	\$ 17.93	2.70
PAINTER (Brush and Roller).....	\$ 15.41	0.00
PLUMBER.....	\$ 16.14	1.50
ROOFER.....	\$ 15.61	2.02
SHEET METAL WORKER, Includes		
HVAC Duct Installation.....	\$ 18.71	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.30	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
 for Federal Contractors applies to all contracts subject to the  
 Davis-Bacon Act for which the contract is awarded (and any  
 solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### 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 Division National Office Branch of Wage Surveys. 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.

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END OF GENERAL DECISION"