



**Norfolk Redevelopment and
Housing Authority**

**Request for Quote
PR478-480-12**

for

**Grandy Village Wetlands, Bio-retention Areas and
Landscape Maintenance Support Services**

12 August 2011

RFQ PR478-480-12

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Lynn Moon, e-mail: lmoon@nrha.us. Deadlines for questions are one week before submittal date. No question shall be answered after that date.

DUE DATE: Sealed Proposals will be received until **September 09, 2011 at 3:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: NRHA Purchasing Services Office, 201 Granby Street, 7th Floor, Norfolk, VA 23510. Reference the Opening Date and Hour, and RFQ Number in the lower left corner of the return envelope or package.

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

PRE-PROPOSAL CONFERENCE: See Section IX for pre-proposal conference information.

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

_____ Large

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

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

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

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

FULL LEGAL NAME (PRINT) <small>(Company name as it appears with your Federal Taxpayer Number)</small>		FEDERAL TAXPAYER NUMBER (ID#)	
BUSINESS NAME/DBA NAME/TA NAME <small>(If different than the Full Legal Name)</small>		STATE CORPORATION COMMISSION NUMBER: <small>(If different than ID# above)</small>	
BILLING NAME <small>(Company name as it appears on your invoice)</small>		IDENTIFICATION NUMBER issued by the State Corporation Commission <small>(See Section III, paragraph 9)</small>	
CONTRACT AND TASK ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE

Table of Contents

Section	Page
I. QUOTE COVER SHEET	2
II. QUOTE INSTRUCTIONS	2
III. CONTRACT TYPE AND ADMINISTRATION.....	4
IV. STATEMENT OF NEED / SPECIFICATIONS.....	7
V. PRICING SCHEDULE	8
VI. BILLING SPECIFICATIONS	8
VII. PROPOSAL PREPARATION AND SUBMISSION	9
VIII. SELECTION CRITERIA AND AWARD	11
IX. PRE-PROPOSAL CONFERENCE.....	12
X. AMENDMENTS	12
XI. ATTACHMENTS.....	12
Attachment A – Technical Specifications	
Attachment B – Supplemental Drawings	
Attachment C – FORM OF BID	
Attachment D – Past Performance Write Up	
Attachment E – Reference Sheet	
Attachment F – HUD 5369-B Instructions to Offerors	
Attachment G – Certifications and Representation of Offerors	
Attachment H – Certificate of Compliance – Section 3	
Attachment I – W9 Form	



SOLICITATION, OFFER AND AWARD

1. CONTRACT NUMBER	2. SOLICITATION NUMBER PR478-480-12	3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/> NEGOTIATED (RFQ)	4. DATE ISSUED 08 AUG 2011	5. CHANGE/TASK NUMBER
6. ISSUED BY Norfolk Redevelopment and Housing Authority Purchasing Services Office 201 Granby Street, 7th Floor Norfolk, VA 23510		7. SUBMIT INVOICES TO: INVOICES@NRHA.US		

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

SOLICITATION

8. Sealed offers for furnishing the supplies or services in the Schedule will be received at the place and time in item 6, or if hand carried, in the depository located in item 6 until **September 09, 2011 at 3:00 p.m.** local time. (One copy "Original" with signatures only).
CAUTION: LATE Submissions, Modifications, Withdrawals: All offers are subject to all terms and conditions contained in this solicitation.

9. FOR INFORMATION CALL:	A. NAME Lynn Y. Moon, CPCM	B. TELEPHONE (NO COLLECT CALLS)			C. EMAIL ADDRESS lmoon@nrha.us
		AREA CODE 757	NUMBER 533-4695	EXT	

10. TABLE OF CONTENTS

SEC	DESCRIPTION	PAGE	SEC	DESCRIPTION	PAGE
I.	QUOTE COVER SHEET	2	VII.	PROPOSAL PREPARATION AND SUBMISSION	9
II.	QUOTE INSTRUCTIONS	2	VIII.	SELECTION CRITERIA AND AWARD	11
III.	CONTRACT TYPE AND ADMINISTRATION	4	IX.	PRE-PROPOSAL CONFERENCE	12
IV.	STATEMENT OF NEED / SPECIFICATIONS	7	X.	AMENDMENTS	12
V.	PRICING SCHEDULE	8	XI.	ATTACHMENTS	12
VI.	BILLING SPECIFICATIONS	8			

OFFER (Must be fully completed by offeror)

11. In compliance with the above, the undersigned agrees, if the offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all terms upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

14A. NAME AND ADDRESS OF OFFEROR	SCC #:	TAX ID:	15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN	
14B. TELEPHONE NUMBER		14C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	16. SIGNATURE	17. OFFER DATE
AREA CODE	NUMBER			

AWARD (To be completed by NRHA)

18. AWARD AMOUNT: \$	19. PERIOD OF PERFORMANCE:	
	<input type="checkbox"/> Funded	<input type="checkbox"/> Incrementally Funded
20. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	21. NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY <i>(Signature of Contracting Officer)</i>	22. AWARD DATE



I. QUOTE COVER SHEET

Norfolk Redevelopment and Housing Authority, hereafter referred to as NRHA, hereby seeks sealed quotes for Grandy Village wetlands, bio-retention areas and landscape maintenance support services. Sealed quotes will be received until **3:00 PM** Norfolk, Virginia local time on **September 09, 2011**. Late quotes will not be accepted nor opened. Final date for questions is **September 02, 2011**. After this date, questions will not be accepted.

<i>For Information, please contact:</i>	<i>Quotes may be mailed or hand delivered to:</i>
Name: Lynn Y. Moon, CPCM	Norfolk Redevelopment and Housing Authority
Email: lmoon@nrha.us	Purchasing Services Office
	201 Granby Street, 7th Floor
	Norfolk, VA 23510

There is no incumbent contractor for this effort; this is a new effort for NRHA.

II. QUOTE INSTRUCTIONS

1. Clarification of Terms:

If any prospective quoter has questions about the specifications or other solicitation documents, the prospective quoter should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by an amendment issued by the buyer. **All questions must be submitted in writing, preferably email.**

2. Corrections to the Quote:

Any quote submitted with corrections must have the corrections initialed by the person who signed the quote. No quote changes will be permitted after quote opening. The unit price will prevail in the event an error is made in computing totals.

3. Preparation and Submission of Quotes:

- a. Quotes must give the full business address of the quoter and be signed by him/her with his/her usual signature. Quotes by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Quotes by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A quote by a person who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the quote of the individual signing. When requested by NRHA, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

- b. Quotes may be hand delivered to the address specified on the cover sheet. Except for quote bonds, when required, no other correspondence or other quotes should be placed in the envelope. Submittals, if required, should be clearly identified and packed in SEPARATE package(s) identifying the quote name and number, the date and time due, and the quoter.
- c. All quotes will be publicly opened and identified at the prescribed time and date; however, the quotes may not be read in their entirety nor open to public inspection at the time.

4. Quote Prices

Quote shall be in the form of a firm unit price for each line item. All items on this quote will be awarded to one vendor.

5. Quote Acceptance Period

Unless the quoter indicates a longer time on the Quote Cover Sheet, any quote in response to this solicitation shall be valid for 120 days. At the end of the 120 days the quote may be withdrawn at the written request of the quoter. If the quote is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

6. Mistakes in Quotes

Errors or mistakes in quotes will be handled in accordance with the Commonwealth of Virginia Vendor's Manual.

7. Receipt and Opening of Quotes

- a. It is the responsibility of the quoter to assure that his/her quote is delivered to the place designated for receipt of quotes and prior to the time set for receipt of quotes. Quotes received after the time designated for receipt of quotes will not be considered.
 - 1) Quoters should be careful when electing to use private courier services to deliver their quotes. Quotes have arrived late in the past because they were delivered to other offices, departments or agencies located in the same building.
 - 2) If the deadline for the receipt of quotes or proposals and/or public openings is scheduled during a period of suspended operations due to inclement weather or other conditions, the receipt of quotes or public opening will be rescheduled for processing at the same time on the next business day.
 - 3) Quotes offered by telephone, telegraph, e-mail or facsimile **will not be accepted**.
- b. Quotes will be opened at the time and place stated in the advertisement, and their contents made public for the information of quoters and others interested who may be present either in person or by representative. The officer or agent of the owner, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a quote not properly addressed and identified.

- c. The provisions of Chapter 43, Article 2, §2.2-4342-C of the Code of Virginia, as amended, shall be applicable to the inspection of quotes received.
- d. Protection of any trade secrets for specific proprietary information must be requested prior to or upon submission of the data or materials. Quoters MUST identify the specific information to be protected and state the reasons why protection is necessary. Quoters may not claim the entire quote or quote prices as proprietary information to be protected. Quotes that are marked confidential or proprietary, without the required explanation, may be rejected.

8. Withdrawal or Modification of Quotes

Quotes may be withdrawn or modified by written notice received from quoters prior to the deadline fixed for quote receipt. The withdrawal or modification may be made by the person signing the quote or by an individual(s) who is authorized by him/her on the face of the quote. Written modifications may be made on the quote form itself, on the envelope in which the quote is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

III. CONTRACT TYPE AND ADMINISTRATION

This quote will result in a fixed quantity, firm fixed price Contract Line Item Number (CLIN) service contract to supply the items as listed on the quote. TBD or his designee will administer the contract.

1. Contract Documents:

- a. The contract entered into by the parties shall consist of the Request for Quote, the quote submitted by the quoter; General Terms and Conditions, the Additional Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.
- b. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
- c. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

2. Period of Performance: The period of performance is for three (3) years; base plus two (2) one-year options. Exercise of Option Years shall be based on acceptable performance by the vendor and availability of funds.

3. Contract Waiver: Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of the vendor/contractor or NRHA Contracting Officer. The waiver by either party of any term or condition of this contract shall not be deemed to constitute a continuing waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

4. Cancellation of Contract: NRHA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the vendor/contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the vendor/contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. Disputes and Claims: The Director of Purchasing shall review and decide disputes and claims arising during the performance of the contract, in writing, within thirty days of receipt of the dispute or claim. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the vendor/contractor's intention to file such claim shall have been given at the time of the occurrence of beginning of the work upon which the claim is based. The vendor/contractor may not institute legal action prior to receipt of the Director of Purchasing's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Director of Purchasing shall be final and conclusive unless the vendor/contractor, within six months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia, Section 11 70.
6. Notices: All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

NRHA: Lynn Y Moon; Contracting Officer

To the Vendor/Contractor: Account Executive as identified by the Vendor/Contractor.

All notices under this contract shall be submitted, either by fax or by certified mail, return-receipt requested, to the Contract Administrator or Account Executive, respectively. Either party may from time to time change the individual(s) who will receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

6. Breach of Contract: The Vendor/Contractor shall be deemed in breach of this contract if the Vendor/Contractor:
 - a. Fails to comply with any terms of this contract.
 - b. Fails to cure such noncompliance within ten (10) calendar days from the date of NRHA written notice or such other time frame specified by NRHA's Contract Administrator in the notice.
 - c. Fails to submit a written response to NRHA's notification of noncompliance within ten (10) calendar days after the date of NRHA notice or such other time frame specified by NRHA Contract Administrator in the notice.

- d. The Vendor/Contractor shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both The Vendor/Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes and floods.
7. **Compliance with All Laws:** The Vendor/Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. The quoter represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the quoter is a corporation, the quoter further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. The Vendor/Contractor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the contract work. Any costs associated with violations of the law, including, but not limited to, re-mediation, clean-up costs, fines, administrative or civil penalties or charges, and third party claims imposed on NRHA by any regulatory agency or by any third party as a result of the noncompliance with Federal, state or local environmental laws and regulations or nuisance statutes by the Vendor/Contractor or by subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities retained by the Vendor/Contractor for this contract, shall be paid by the Vendor/Contractor.
 8. **Severability:** If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.
 9. **§ 2.2-4311.2. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.**
 - a. A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
 - b. A quoter or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in your quote or proposal the identification number issued to it by the State Corporation Commission. Any quoter or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its quote or proposal a statement describing why the quoter or offeror is not required to be so authorized.
 - c. Any quoter or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.

- d. Any business entity described in subsection A that enters into a contract with NRHA pursuant to this law shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
 - e. NRHA may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. (2010, c. 634.)
10. The following documents are available for download at the NRHA website:
- a. The Commonwealth of Virginia Vendors Manual
<http://www.eva.virginia.gov/learn-about-eva/vendors-manual.htm>
 - b. NRHA's Terms and Conditions
<http://www.nrha.us/opportunities>

IV. STATEMENT OF NEED / SPECIFICATIONS

The Grandy Village Learning Center (GVLC) is a 15,000 square foot, \$4.1 million project that opened on September 1, 2010. The GVLC is a U.S. Green Building Council's LEED Gold certified and is 30-40 percent more energy efficient than conventional buildings. It is home to pre-school programs for Norfolk Public Schools and the STOP Organization's Head Start, and offers a wet classroom for school children to learn about river ecosystems. Currently, the Elizabeth River Project's Learning Barge is berthed at the GVLC and it is the first time it has taken up residence in the City of Norfolk. In addition to its usual tours and school groups, the Elizabeth River Project staff works with the Norfolk Public Schools' preschool program in developing a curriculum for younger children. This barge is a 120-by-32 foot floating classroom and is powered entirely by sun and wind.

The GVLC showcases state-of-the-art environmental design, wetlands reclamation as well as aquatic education and recreation on the Elizabeth River. Norfolk's Department of Recreation, Parks & Open Space offer a canoe and kayak launch and water safety program. These efforts are breathing new life into a portion of the river largely written off as dead and expediting the Elizabeth River Project's goal of making the river fishable and swimmable by 2020. The center offers an expansive community room overlooking the riverfront, a wetlands pavilion, observation pier with floating dock and a wetlands trail. The center was built by Henderson Incorporated (Williamsburg, VA) and designed by NRHA and RRMM Architects (Chesapeake, VA).

NIGP Commodity Code(s) for this effort are: 98836; 98852.

IV.1 TECHNICAL SPECIFICATIONS

See **Attachment A** for Technical Specifications.

See **Attachment B** for Supplemental Drawings. **Note: Reference Drawings are for review only. To familiarize the contractor with the site, work shown on the Reference Drawings are not included in this contract.**

IV.2 GREEN ADHERENCE STANDARDS

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

<http://www.governor.virginia.gov/Issues/ExecutiveOrders/2010/EO-19.cfm>

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

<http://www.greenseal.org>

V. PRICING SCHEDULE

Contractors shall complete and submit **Attachment C - FORM OF BID**, for pricing schedule. See Section VII of this solicitation.

VI. BILLING SPECIFICATIONS

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

INVOICES@NRHA.US

- b. Electronic invoicing is in compliance with the Paper Reduction Act of 1995. However, if a contractor can show that the utilization of electronic means for invoicing is causing a hardship, a waiver may be granted. If you are a small business, you must contact the NRHA Small Business Representative prior to proposal submittal to register as a small business and complete the applicable paperwork.
- c. All invoices shall show the contract number and/or purchase order number; and the federal employer identification number (for proprietorships, partnerships, and corporations).
- d. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- e. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- f. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- g. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, NRHA shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

VII. PROPOSAL PREPARATION AND SUBMISSION

A. General Requirements:

1. RFQ Response: In order to be considered for selection, Offerors must submit a sealed quote in response to this RFQ. **One original** must be submitted to:

Norfolk Redevelopment and Housing Authority
Purchasing Services Office
201 Granby Street, 7th Floor
Norfolk, VA 23510

Reference the Opening Date and Hour, and RFQ Number in the lower left hand corner of the return envelope or package. No other distribution of the proposals shall be made by the Offeror.

Outer envelope and each page must have the Offeror's name, proposal number, and submission due date and time.

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

2. Proposal Preparation:
 - a. Contractor shall complete **Attachment C – Form of Bid** and all other Attachments as specified.
 - b. Contractor must provide the following information in their bid packet.
 1. Virginia Class A contractor's license showing a specialty in landscape construction and/or maintenance in force for the last five years.

2. Proof that contractor's primary business is in landscape maintenance, management, and construction.
3. Submit **Attachment D – Past Performance Write Up** for five (5) similar contracts in size and scope. Contractors must show contractual history for a minimum of five (5) years.
 - a. Location, size, description
 - b. Owner's name and verifiable contact information
 - c. Year performed
 - d. Project supervisor from firm
4. Staffing
 - a. Number of permanent employees
 - b. Names of current employees proposed to be used on the project and their roles on the project; eg. Crew leader
 - c. Qualifications of proposed project supervisor
 - d. Required certifications of staff assigned to project
 - Virginia Certified Horticulturist – (1 minimum, name) International Society of Arboriculture Certified Arborist – (1 Minimum, name) – May be a subconsultant
 - Virginia Department of Agriculture and Consumer Services Certified Commercial Pesticide Applicator – (1 minimum, name)
 - VA Registered Pesticide Technician – (1 minimum, name)
 - VA Pesticide Business License
 - e. Additional staff certifications and qualifications
 - f. Average number of seasonal employees
- c. Contractors complete **Attachment E – Reference Sheet** for no less than three (3) contracts completed and currently working within the last three (3) years. Contractors are highly encouraged to contact their references prior to submitting their names to ensure they will complete a questionnaire that will be submitted to them for completion on Contractor's performance.
- d. Proposed Subcontractors. Include a list and description of any subcontractors that will be used on the project, including their name and address, specialization and certifications.

- e. Equipment and facilities. Include an inventory of Contractor's primary equipment to be used on the project for tasks described herein. Small hand tools do not need to be specifically listed.
- f. Bonding and Insurance. – Refer to NRHA Terms and Conditions.
- g. Offeror shall submit data/specification sheets for each product offered (if applicable).
- h. NRHA encourages the use of recycled paper in proposal preparation.
- i. Do not use color or expensive stock in preparing proposal.
- j. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content.
- k. Additional information such as company brochures, literature, or other marketing material, will be discarded and not used in the evaluation process. Non compliant proposals may be removed from the competitive range.
- l. Ownership of all data, material, and documentation originated and prepared for NRHA pursuant to the RFQ shall belong exclusively to NRHA and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

VIII. SELECTION CRITERIA AND AWARD

A. Selection Criteria:

Selection shall be made without discussions with one responsive and qualified contractor who offers the lowest responsible price and whose offer totally complies with all required solicitation requirements.

B. Procedure for Determining Lowest Bid:

The apparent low bidder will be determined by the lowest Lump Sum Total of a qualified bid. The contract amount will be based on the Base Bid (including allowances), provided the qualified bid is within budget limitations. If the Base Bid exceeds budget limitations,

NRHA reserves the right to take action in accordance with Attachment E - Instructions to Offerors for Contracts, HUD-5369, Clause 8. (Specification Section 00100-2)

NOTE: Failure to submit the required information and/or Attachments may result in the Contractor's proposal being removed from the competition. Contractor's are encouraged to review their Proposals prior to submittal to ensure total compliance with Section VII, of this solicitation.

IX. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **Thursday, August 24, 2011 at 10:00 a.m.** in the NRHA Conference Room, Grandy Village Learning Center, 3151 Kimball Terrace, Norfolk, VA 23510. The purpose of this conference is to allow potential quoters/offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. **Interested parties must contact the POC on page 1 block 9 to make reservations for the conference.**

Due to the importance of all Quoters having a clear understanding of the specifications/scope of work and requirements of this solicitation, Quoters are highly encouraged to attend.

Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written amendment to this solicitation.

X. AMENDMENTS

Any AMENDMENTS issued for this solicitation may be accessed at:

www.nrha.norfolk.va.us/opportunities/solicitations/open

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

XI. ATTACHMENTS

Attachment A – Technical Specifications

Attachment B – Supplemental Drawings

Attachment C – FORM OF BID

Attachment D – Past Performance Write Up

Attachment E – Reference Sheet

Attachment F – HUD 5369-B Instructions to Offerors

Attachment G – Certifications and Representation of Offerors

Attachment H – Certificate of Compliance – Section 3

Attachment I – W9 Form

Attachment A – Technical Specifications

Separate Document

Attachment B – Supplemental Drawings

Separate Document

Note: Supplemental Drawings are for review only. To familiarize the contractor with the site, work shown on the Supplemental Drawings are not included in this contract.

Attachment C – FORM OF BID

FORM OF BID

BID FOR: "PR478-480-12 - Grandy Village Wetlands, Bio-retention Areas and Landscape Maintenance Support Services"

SUBMITTED TO: Norfolk Redevelopment and Housing Authority
Purchasing Services Office
201 Granby Street, 7th Floor
Norfolk, VA 23510

NAME OF BIDDER: _____ DATE: _____

ADDRESS: _____

CONTACT: _____ TITLE: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

- 1. The undersigned, having familiarized (himself)(themselves)(itself) with the existing conditions of the project area affecting the cost of the work, and with the Contract Documents which include all Attachments including NRHA's Terms & Conditions which are downloadable at:

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

hereby, proposes to furnish all supervision and technical personnel, labor, materials and equipment, necessary permits and transportation services required to complete the services as stated in Attachment A, Technical Specifications, all in accordance with the above listed documents for all work in place for the following Lump Sum Total:

"PR478-480-12 - Grandy Village Wetlands, Bio-retention Areas and Landscape Maintenance Support Services"

BASE BID TOTAL..... \$ _____

LUMP SUM TOTAL (Base Bid plus Total Sum of Extended Unit Prices)..... \$ _____

The apparent low bidder will be determined by the lowest Lump Sum Total of a qualified bid. The contract amount will be based on the Base Bid (including unit prices), provided the qualified bid is within budget limitations. If the Base Bid exceeds budget limitations, NRHA reserves the right to take action in accordance with Attachment E - Instructions to Offerors for Contracts, HUD-5369, Clause 8. (Specification Section 00100-2)

BASE BID

PR478-480-12

Grandy Village Wetlands, Bio-retention Areas and Landscape Maintenance Support Services

CLIN	Zone 1 Base Bid includes:	Unit	Quantity	Total Annual Cost
B001	Seeded Areas - Spring Mowing	ACRE	1	
B002	Seeded Areas - Topdress with Compost	ACRE	1	
B003	Road and Path Edges - Mowing and edging - 12 times	ACRE	0.16	
B004	Clamshell Path Weed Control - Throughout Year	ACRE	0.09	
B005	Mulch Beds Weed Control - Throughout Year	ACRE	0.27	
B006	Trash and Debris Removal - Throughout Year	ACRE	4	
CLIN	Zone 2 Base Bid includes:	Unit	Quantity	Total Annual Cost
B007	Seeded Areas - Spring Mowing	ACRE	0.8	
B008	Seeded Areas - Topdress with Compost	ACRE	0.8	
B009	Clamshell Path and Boat Launch Gravel Weed Control - Throughout	ACRE	0.25	
B010	Mulch Beds and Playground Perimeter			
B011	Weed Control - Throughout Year	ACRE	0.66	
B012	Replenishment - 2" SF 28827			
B013	Trash and Debris Removal - Throughout Year	ACRE	4.5	
B014	Outfalls	EA	3	
B015	Storm Culverts	EA	2	
B016	Storm Inlets and Pipes	EA	4	
B017	Pervious Concrete - Vacuum	SY	567	
B018	Permeable Pavers	SF	1960	
B019	Weed Control	ACRE	0.04	
B020	Trash and Debris Removal	SF	1960	
B021	Gravel Replenishment	TON	1	
B022	Bioretention Basins	EA	3	
B023	Weed Control	ACRE	0.08	
CLIN	Zone 3 Base Bid includes:	Unit	Quantity	Total Annual Cost
B024	Seeded Areas - Spring Mowing	ACRE	3.1	
B025	Seeded Areas Topdress with Compost	ACRE	3.1	
B026	Mulch Beds Weed Control - Throughout Year	ACRE	0.20	
B027	Trash and Debris Removal - Throughout Year	ACRE	4	
B028	Outfalls	EA	7	
B029	Storm Inlets and Pipes	EA	66	

NOTE: Work in Zone 3 (CLINs B0024 thru B0029) shall not occur until the first renewal year of this contract and as such shall be performed at the discretion of the owner.

UNIT PRICES

PR478-480-12

Grandy Village Wetlands, Bio-retention Areas and Landscape Maintenance Support Services

CLIN	Unit Prices for Optional Items - Not Zone Specific	Unit	Est Qty	Unit Price	SubTotal
U001	Additional Mowing	ACRE	2		
A002	Weed Control - Seeded Areas	ACRE	4.9		
A003	Invasive Vine Control in Wooded Areas	SY	850		
A004	Herbicide Application - Upland Areas	ACRE	0.5		
A005	Overseeding	SY	200		
A006	Erosion Repair - Complete in Place	CY	100		
A007	Sediment Removal	CY	60		
A008	Major Storm Debris Removal - 75 CY Roll-off	EA	1		
A009	Clamshell Replenishment	SY	40		
A010	Clamshell Paths Repair Metal Edge	LF	32		
A011	Boat Launch Gravel Replenishment	SY	40		
A012	Hardwood Mulch Replenishment	CY	100		
A013	Playground Surface Replenishment- Fibar - 3" top off	SF	3,432		
A014	Bioretention Mulch Replacement in Even Years (2012)	CY	56		
Plant Replacement EA					
A015	1 1/2" Caliper Tree	EA	7		
A016	2 1/2" Caliper Tree	EA	17		
A017	6-8 Foot Tree	EA	12		
A018	7 Gallon Shrub	EA	15		
A019	3 Gallon Shrub or Perennial	EA	64		
A020	1 Gallon Shrub or Perennial	EA	22		
A021	Wetland Plant - 2" Plug	EA	4,000		
A022	Watering 1000	GAL	30		
A023	Phragmites Control	SY	1,330		

UNIT PRICES - Continued

PR478-480-12

Grandy Village Wetlands, Bio-retention Areas and Landscape Maintenance Support Services

Optional Labor Prices - Not Zone Specific Unit Quantity					
A024	Certified Arborist	Hr	12		
A025	Crew Leader	Hr	60		
A026	Laborer	Hr	100		
A027	Equipment Operator	Hr	40		
A028	Crew Leader - Overtime	Hr	40		
A029	Laborer - Overtime	Hr	40		
A030	Equipment Operator - Overtime	Hr	40		

NOTE: Use of unit price work items shall be at the discretion of the owner; NO MINIMUM QUANTITIES of unit price work are guaranteed.

Attachment D – Past Performance Write Up

PR478-480-12
Attachment D – Past Performance
One for each contract cited.

NAME OF CONTRACTOR _____

1. Contract Number or other Control Number: _____

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

Name: _____

Address: _____

3. Date of Contract: _____

4. Date work was begun: _____

5. Date work was completed: _____

6. Contract Information: _____

Contract Type: _____

Contract Amount (Total ceiling): _____

7. Point of Contact for this Reference:

Name: _____

Telephone Number: _____

E-mail: _____

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

9. Current status of contract (choose one):

Work continuing, on schedule

Work completed, no further action pending or underway

Work completed, claims negotiations pending or underway

Work completed, litigation pending or underway

Terminated for Default

Work continuing, behind schedule

Work completed, routine administrative action pending or underway

Terminated for Convenience

Other (explain)

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

Attachment E – Reference Sheet

Attachment E - Reference Sheet

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

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

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

Solicitation Number:	
Contractor Name:	
Reference 2:	
Company:	
Address:	
Point of Contact:	
Phone Number:	
Fax Number:	
Email Address: <i>DO NOT LEAVE BLANK</i>	
Dollar Value:	
Description of Work:	

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

Solicitation Number:	
Contractor Name:	
Reference 3:	
Company:	
Address:	
Point of Contact:	
Phone Number:	
Fax Number:	
Email Address: <i>DO NOT LEAVE BLANK</i>	
Dollar Value:	
Description of Work:	

Attachment F – HUD 5369-B Instructions to Offerors

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Attachment G – Certifications and Representation of Offerors

Certifications and Representations of Offerors

Non-Construction Contract

Company Name:

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

- | | |
|---|---|
| <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. Section 3 Resident-Owned Businesses

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

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

4. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals

have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/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.

5. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

6. Non-Collusion Affidavit of Prime Bidder

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

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

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

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

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

7. Certification Regarding Debarment, Suspension, Proposed Debarment

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

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

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

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

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

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

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

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

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

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

8. Authorization of Offeror for Verification of References

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

9. 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):

10. Certificate of Insurance

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

11. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Attachment H – Certificate of Compliance – Section 3



Certificate of Compliance – Section 3

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

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

PURPOSE, AUTHORITY AND RESPONSIBILITY

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

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

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

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

Company Name

Name and Title

Signature

Date

Attachment I – W9 Form

Request for Taxpayer Identification Number and Certification

**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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Part II Certification

Under penalties of perjury, I certify that:

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

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.

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

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:

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

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 28% 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.

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” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business 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” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

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, 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 chart below 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 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, 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. 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 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 www.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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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

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

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

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

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

⁴ 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. 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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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. You may also report misuse of the IRS name, logo, or other IRS personal 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 or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.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 who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.