



**Norfolk Redevelopment and  
Housing Authority**

**Request for Proposal  
# PR487-112-12**

**for**

**Elevator Maintenance and Repair Services**

**July 29, 2011**

**RFP PR487-112-12**

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 **August 26, 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 Submittal Date and Hour, and RFP 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 VIII for information regarding a pre-proposal conference.

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

\_\_\_\_\_ Large

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

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

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

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

FULL LEGAL NAME (PRINT) <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>		FEDERAL TAXPAYER 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 XI, paragraphs I through M of this RFP)</small>	
PURCHASE 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

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**SOLICITATION, OFFER AND AWARD**

1. CONTRACT NUMBER		2. SOLICITATION NUMBER PR487-112-12		3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) <input type="checkbox"/> SOLE SOURCE		4. DATE ISSUED		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:  <b>INVOICES@NRHA.US</b>			

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

**SOLICITATION**

8. Sealed offers in original and 3 copies plus 1 electronic copy 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 August 26, 2011 at 3:00 p.m. local time.

CAUTION: LATE Submissions, Modifications, Withdrawals: All offers are subject to all terms and conditions contained in this solicitation.

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

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**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 (%)
	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

**AWARD (To be completed by NRHA)**

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

## I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit formal proposals from qualified sources in establishing a contract with one qualified Contractor to provide a full service maintenance agreement, including repairs for elevators as specified:

4 Units; Manufacture: Otis Elevator Company; Equipment Type: Geared; Machine Numbers: 360211, 360212, 360213 and 360214.

Norfolk Redevelopment and Housing Authority (NRHA) in Norfolk, Virginia, is a political subdivision of the Commonwealth of Virginia.

The solicitation covers NRHA's elevators listed above. Contractors shall have a minimum ten (10) year record of successful experience in the business of installing and/or servicing elevators of the type covered by these specifications. Subcontracting shall not be allowed. Bidders shall have adequate staff to provide emergency callback service requests within one (1) hour of receipt of call by NRHA.

NRHA desires a five (5) year (base year and 4 option years) contract which shall be renewed annually. Depending on the cost offered by the contract; NRHA reserves the right to cancel the renewal option as funding requirements may change each funding year.

Final date for questions is August 19, 2011. After this date, questions will not be accepted.

## II. CONTRACT PERIOD

The term of this contract is for five years; base and four one-year options, and will be a monthly invoicing, firm fixed price, full maintenance agreement.

## III. BACKGROUND

The incumbent contractor is Otis Elevator Company.

## IV. STATEMENT OF NEED

NIGP Commodity Code(s) for this effort is **91013** Elevator Installation, Maintenance and Repair.

The Contractor shall provide a **full service maintenance agreement**, including repairs, and repair parts for elevators as specified and listed above. All materials must be new; repaired and/or refurbished parts and materials are not allowed under this contract.

### A. GENERAL SPECIFICATIONS

1. The Contractor shall furnish all material, labor, supervision, tools, supplies, and equipment necessary to provide full maintenance services, including inspections, adjustments, tests, parts replacement, and repairs necessary to keep the elevators in continuous use at their originally specified design and performance ability (speed, capacity, safety, efficiency, etc.) as specified by the original equipment manufacturer (OEM) or to any enhancement provided by upgrade and/or refurbishment. All tests (safety and other) inspections, maintenance adjustments, repairs, and any enhancements or modifications to the elevators and/or

associated equipment shall be performed as recommended in compliance with the current editions of Uniform Statewide Building Code, ANSI/AASME A17.1, Safety Code for Elevators and Escalators, A17.2, Inspector's Manual for Elevators and Escalators, and A17.3, Safety Code for Existing Elevators and Escalators. Contractor shall use new manufacturer's parts and manufacturer's lubricants or industry approved equivalent.

2. At a minimum, full service maintenance shall be provided once per month on all equipment. Service shall include, but not be limited to, routine maintenance, testing, examining, cleaning, adjusting and lubricating all machines, motors, generator, controller parts, and all necessary equipment for the proper and safe operation of the elevators. Service calls for unexpected problems shall be included under this maintenance contract at no extra cost to NRHA.
3. Repairs that are not covered by the full service maintenance contract will be paid at an hourly rate that will be included in the pricing of this contract. Transportation, travel time, parking and other expenses will not be paid for separately but must be included in the hourly rate.
4. Materials, parts, and supplies required in the performance of extra repair services shall be provided by the contractor and will be paid for by the NRHA at invoice cost. No mark-up will be allowed. A copy of the contractor's invoice will be submitted along with any invoice for parts.
5. For repair work not included under the resulting contract, the Contractor shall be required to provide a not-to-exceed estimate of the cost and descriptive information of the necessary repairs to include number of labor hours for each trade, estimated material's cost, and equipment rental cost. Repair work shall be approved and scheduled by NRHA representative prior to its commencement. NRHA reserves the right to bid separately any extra repair service to the elevators and reserves the right to purchase repair parts and materials from other sources, as long as they meet the elevator manufacturers recommended parts. A minimum 2 (two) hours service shall be allowed and no overtime rates shall apply for these repairs. The Contractor will be required to submit daily timesheets to NRHA and all work will be paid for according to the actual labor hours expended. Use of labor off site must be approved in advance by NRHA representative, with the estimated labor hours necessary to complete the off site repair work.
6. The Contractor shall obtain all necessary licenses and/or permits required to perform this work. The Contractor shall forward copies to NRHA for the contract files.
7. The Contractor shall provide personnel fully trained, holding current journeyman's or permanent mechanic license and possessing minimum work related experience in the elevator trade with at least four years of recent (within the last six years) experience in the operation and maintenance of the similar elevators as described in this solicitation. In addition, elevator mechanics shall be certified through the NEIEP (National Elevator Industry Education Program). An NEIEP certified elevator mechanic shall be present, supervise, and perform final inspection of any work performed under this contract. Employees shall be licensed to work in the Commonwealth of Virginia.
8. The Contractor shall have in its possession throughout the life of the contract all diagnostic equipment and an adequate supply of spare parts necessary to fully maintain, test, repair,

adjust, or reprogram any of the elevator system(s). A list of the above shall be provided to NRHA within thirty (30) days after contract award.

9. The Contractor shall be responsible for all items and/or equipment presently installed on and/or operating elevators.
10. The Contractor shall perform all work and non-emergency tests, except for emergency callback service, during regular working hours of regular working days, which are 8:00 a.m. to 4:30 p.m. Monday through Friday, excluding Federal and State holidays. All monthly maintenance work shall be performed between the first and fifteenth day of each month.
11. The Contractor shall immediately notify NRHA in writing of the existence or the development of any defects in, or repairs required to, the elevator which the Contractor considers are not his responsibility, and shall furnish a written estimate, when requested, of the cost. Final determination of responsibility shall be made by NRHA.
12. The Contractor shall be responsible for all incidental charges including, but not limited to, parking, tolls, mileage, phone calls, etc., on all straight-time and on any overtime work.
13. The Contractor shall correct equipment malfunctions the same day that the service call was issued. If circumstances preclude resolution of the problem that day, NRHA shall be notified with an explanation of the delay, followed by a written letter documenting the reasons for the delay.
14. The Contractor shall within three (3) weeks after entering this contract, give written notice to NRHA of all defects found during inspection of this equipment. After review and approval of the discrepancy list by an NRHA representative, the Contractor shall correct all defects within thirty (30) calendar days and notify NRHA in writing that the deficiencies have been corrected and re-inspection can be made.
15. The Contractor shall maintain NRHA's complete set of schematic wiring diagrams in the elevator machine room. All circuit changes made shall be clearly marked on each applicable wiring diagram.
16. The Contractor shall assign the same technician (one regular and one substitute) for routine maintenance work. If either person leaves their employment, another person shall be assigned on the same basis and NRHA will be notified in writing.
17. All service calls shall be covered under this full service contract; including nights, weekends, and holidays. There shall be no charges for service calls except for vandalism and or acts of God. Service calls resulting from vandalism and or acts of God shall be billed IAW the hourly rate listed in the contract.

## **B. GUARANTEE**

All work under this contract shall be guaranteed against defects resulting from the use of substandard materials, equipment, or workmanship for one year from the date of final acceptance by NRHA. Any work that has to be corrected due to the Contractor's faulty workmanship, equipment, tools, or materials shall be done at no additional expense to NRHA.

## C. SPECIFIC REQUIREMENTS

**1. PERFORMANCE LEVELS:** The following performance levels shall be maintained at all times by the Contractor at no extra cost to NRHA:

- a. Contact speed and brake to brake flight time shall be maintained per manufacturer's original specifications.
- b. Leveling accuracy - Car level at each landing shall be maintained at all times; leveling to be corrected if necessary.
- c. Door opening and closing times, door close torques of all cars shall at all times be maintained within the limits of Uniform Statewide Building Code, ANSI/AASME A17.1, Safety Code for Elevators and Escalators, A17.2, Inspector's Manual for Elevators and Escalators, and A17.3, Safety Code for Existing Elevators and Escalators with minimum of stand open times consistent with traffic demands at each floor.
- d. Door reversal on all elevators equipped with optical/electronic shall always be initiated when the "beam" is broken.
- e. Variable car and hall door open times shall be maintained in accordance with manufacturer's original specifications. Deviations from this shall not be permitted unless requested and/or approved by NRHA representative.
- f. Minimum rated load.
- g. Governor tripping speeds.
- h. Stopping distance for car and counterweight safeties.
- i. Factors of safety for suspension of wire ropes for power elevators.
- j. Impact of buffer supports.

## 2. TESTS AND INSPECTIONS:

- a. The Contractor shall be responsible for the following tests and inspections:
  1. Elevators shall be examined monthly.
  2. The Contractor shall provide NRHA a listing of all (i.e. local, state and federal) required inspections and safety checks with their frequency, within 30 days of the contract award.
  3. This inspection shall be used to ensure a safe and efficient level of operation and all work relative to the cleaning, lubrication, adjustment and repair of equipment that is necessary for the desired level of operation that should be performed. NRHA representative will review and approve the initial checklist(s).
  4. The Contractor shall perform an annual safety test of all elevators. Safety tests and other tests and inspections shall be performed by the Contractor as recommended, required and in accordance with the Virginia Uniform Statewide Building Code,

ANSI/AASME A17.1, Safety Code for Elevators and Escalators, A17.2, Inspector's Manual for Elevators and Escalators, and A17.3, Safety Code for Existing Elevators and Escalators.

5. The Contractor shall obtain permits required to perform annual safety tests from the City of Norfolk. The Contractor shall forward copies to NRHA for the contract files.
6. Contractor shall attach tags as required by Code after each test.
7. Upon award, contractor shall examine monthly all safety devices and governors and conduct an annual load safety test. Contractor shall perform a full load, full speed test on each passenger elevator to include the safety mechanism, overhead speed governors, car and counterweight buffers. Test the timing & operation of overload relays under simulated emergency conditions. Inspect and test safety switches and circuits in the machine room, hoist way, elevator car and pit. Perform buffer compression tests if an oil buffer is used. Inspect guide rails and fasteners. At no additional cost to NRHA, the Contractor shall provide a certified inspector, personnel, and equipment necessary to perform required safety tests for both geared and hydraulic elevators. The car balance shall be checked and the governor set. If required, the governor shall be recalibrated and sealed for proper tripping speed. A certificate of certification shall be delivered to NRHA representative within seven (7) days of each test.
8. The Contractor shall perform any repairs or adjustments to complete tests and return elevators to service at no additional cost to NRHA.
9. The Contractor shall submit a document after completion of all required tests with the detailed test results to NRHA within seven (7) days of each test. The Contractor's standard form may be used with prior approval of NRHA if it contains all the information necessary.
10. All elevators provided with Firefighters' service shall be subjected monthly to Phase I recall and a minimum of one floor operation on Phase II to assure the system is maintained in proper operating order. A written record of findings on the operation shall be provided within seven (7) days by the Contractor and kept by NRHA representative.
11. All tests or inspections that will remove the elevators from normal operation shall be scheduled ten (10) working days in advance with NRHA representative.

### **3. FULL SERVICE ELEVATOR MAINTENANCE:**

- a. Preventive Maintenance: Contractor shall provide all labor, tools, equipment, and materials necessary for the satisfactory performance of regularly scheduled preventive maintenance servicing. At a minimum, elevator maintenance shall be provided once per month on all elevators and shall include, but not be limited to, routine service maintenance, testing, examining, cleaning, adjusting, and lubricating all machine, motor, generator, and controller parts, and all accessory equipment as necessary for the proper and safe operation of the elevators.

1. The Contractor shall examine the equipment at each interval. The examination shall be designed to identify equipment conditions for the purpose of determining corrective actions that may be required to maintain the normal and safe operation of the equipment. If at any time during the Contractor's examination any elevator is found to be unsafe, the Contractor shall be responsible to discontinue elevator operation and notify NRHA immediately followed by a written report of the conditions encountered. This routine examination shall be in accordance with the Virginia Uniform Statewide Building Code, ANSI/AASME A17.1, Safety Code for Elevators and Escalators, A17.2, Inspector's Manual for Elevators and Escalators, and A17.3, Safety Code for Existing Elevators and Escalators.
2. The Contractor shall regularly perform the following maintenance on all elevators:
  - a. Contractor must provide a predictive maintenance program tailored to specific building needs, equipment type, component life, equipment usage, and building environment. The maintenance program will be used to plan any and all regularly scheduled maintenance and repair tasks, including furnishing and installing parts prior to their failure to keep the elevator in the best possible operational status.
  - b. The established maintenance procedures shall be "written procedures of all maintenance tasks to be performed for each component or assembly to be serviced." These written procedures will include step-by-step tasks necessary to comprehensively complete the procedure. Written procedures will be available to all Contractor personnel who could reasonably expect to be working on the equipment covered under this contract on either a permanent or temporary basis. The purpose of this requirement is to ensure uniformity of the quality of Work performed and to provide documentation toward that goal.
  - c. The maintenance procedures scheduling will have an established system whereby all maintenance tasks and procedures are planned and scheduled in advance, based upon actual site conditions. This scheduling system is to be thorough and complete enough to include all maintenance procedures required complying with maintenance services.
  - d. Contractor shall be responsible for implementing a mechanism or installing devices in order to measure the usage of each unit. The usage count should be used in determining the schedule of maintenances procedures.
  - e. Contractor shall inspect, lubricate, clean, adjust, and if conditions or usage warrants, repair or replace the components included within the scope of this specification.
  - f. Contractor shall provide 24-hour callback service.
  - g. Contractor shall submit with their proposal detailed information that describes their remote electronic monitoring capabilities. The information shall include all of their system capabilities and how they are utilized within their service call dispatching and predicative maintenance program.
  - h. Contractor shall submit with their proposals detailed information on technical support available to their service mechanics. The detail should include all

technical publications, manuals and access to engineering support and trouble-shooting expertise.

- i. The following equipment is specifically included in the maintenance specification:
    1. Controllers, selector and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment;
    2. Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car safety and gibs, and emergency car lighting;
    3. Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices;
    4. Machines, worm gears, thrust bearings, drive sheaves; drive sheaves shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts;
    5. Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings;
    6. Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheaves assemblies, and compensating sheaves assemblies; and
    7. The contractor shall replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, Contractor shall equalize the tension on hoisting ropes, re-socket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.
  - j. The contractor is to perform annual audits by the mechanic's supervisor to ensure the maintenance program is being implemented in the field using predictive methods of maintenance and part replacement.
3. Full Service Repairs: The Contractor shall provide all labor, tools, equipment, materials and parts for the satisfactory performance of elevator repairs, to keep the elevators in accordance with the Performance Levels and Standards as specified herein. Schedule of repair work shall be approved by NRHA representative prior to its commencement. All labor, materials, and parts required for the performance of this work shall be included in the lump sum price for Full Service Maintenance.
    - a. The Contractor shall have repair service available to NRHA 24 hours per day, 7 days per week. For all repair calls, the Contractor shall be on the job within one (1) hour of notification.

- b. All wiring and circuit changes and modifications made by the Contractor during his work shall be clearly indicated on the schematic wiring diagram for that elevator.
- c. The Contractor shall provide an emergency phone number that is answered 24 hours a day, 365 days a year and shall forward elevator emergencies to the appropriate technician for response.

#### **4. EXTRA REPAIR SERVICES:**

- a. Repairs that are not included in Full Service Maintenance may be paid for on an as needed, hourly labor rate basis according to the unit prices included in your submitted pricing schedule. Transportation, travel time, and other expenses will not be paid for separately, therefore must be included in the hourly labor rates.
- b. Materials, parts, and supplies required in the performance of Extra Repair Services may be provided by the Contractor and shall be billed at the Contractor's actual supplier invoiced cost.
- c. The Contractor shall be required to provide an estimate of the cost and descriptive information of the necessary repairs. Repair work shall be approved and scheduled by NRHA representative prior to its commencement. NRHA reserves the right to bid separately any Extra Repair Service to the elevators and reserves the right to purchase repair parts and materials from other sources. Overtime work shall not be charged back to NRHA.

#### **5. EQUIPMENT OUT OF SERVICE:**

- a. All tests, inspections, or maintenance repairs that will remove an elevator from service shall be scheduled in advance with NRHA representative. The Contractor shall comply with the following procedures when an elevator is removed from service for any reason.
- b. Notify NRHA representative either by telephone or in person, at least two (2) working days in advance, before removing the elevator from service (If work requires more than one day, daily notification shall be made to NRHA representative).
- c. When an elevator is taken out of service, a neat, professional, typed sign must be placed at each opening notifying the building occupants that the elevator is being serviced.
- d. In the event a unit cannot be returned to service within a mechanic's shift, Contractor shall advise NRHA of the nature of the problem and when the unit is expected to be back in service.
- e. Contractor shall be responsible for all cost for callbacks. This includes normal working hours, nights, weekends and holidays. Callbacks found to be a result of vandalism or acts of God shall be charged at the hourly rate listed in the contract.

**6. CALLBACKS:** The Contractor shall provide callback services as follows: Callback service is defined as requests for service from NRHA to correct any elevator problem or condition which needs attention before the Contractor's next scheduled preventative maintenance visit. The 24

hour response time entails from the time of NRHA contact to Contractor's response in their physical report to work site ready to perform service.

- a. Callback service during regular working hours shall be provided within a maximum of 24 hours from the time of request, at no additional charge.
- b. Callback response times are expected targets. In cases of exceptional weather, labor strife or unexpected traffic conditions, response times will be expected to increase. However, on average, annual callback response times shall meet the requirements set forth.
- c. Upon receipt of an emergency callback request, the Contractor shall immediately dispatch a service technician. Emergency callbacks shall have priority over all other types of callback.
- d. Contractor shall be responsible for all cost for callbacks. This includes normal working hours, nights, weekends and holidays. Callbacks found to be a result of vandalism or acts of God shall be charged at the hourly rate listed in the contract.

#### **8. SPECIAL WORKING CONDITIONS AND PROCEDURES:**

- a. The contractor shall never leave a unit in an unsafe condition, nor allow a unit to remain in operation where safety cannot be assured.
- b. Contractor shall advise NRHA of any conditions affecting access to the units' machinery space or any other environmental factors that may adversely affect equipment operation and reliability. Such conditions include, but are not limited to:
  - i. Water infiltration into equipment spaces including machine rooms, secondary levels, and pits.
  - ii. Excessive or insufficient temperatures within equipment machinery spaces.
  - iii. Excessive or insufficient humidity within equipment machinery spaces.
  - iv. Failure of machinery room access door-locking device.
  - v. Signs of unauthorized access to elevator equipment hoistway or pit spaces.
  - vi. Faulty operation of machinery space or pit receptacle.
  - vii. Faulty operation of machinery space or pit light control switch.
  - viii. Faulty operation of machinery electrical services, including disconnect switches, emergency power/normal power signal circuits, fire alarm control signals and devices, power receptacles, and light control switches.
- c. NRHA agrees to provide Contractor unrestricted and safe access to all areas of the building in which the units are located.
- d. If any unit is malfunctioning or in a dangerous condition, NRHA agrees to immediately notify Contractor. Until Contractor advises that such problem is corrected, NRHA agrees

to remove the unit from service and take all necessary precautions to prevent access or use.

**9. REPORTS:** A written report shall be submitted to NRHA upon the completion of, and on the same day as, Full Service Elevator Maintenance and/or Extra Repair service call. The report may be made on the Contractor's form, to be approved by NRHA Representative and shall include the following:

- a. Company Name; Mechanic(s) Name(s); Assistant(s) Name(s) (if applicable); Time and Date of Service or Repair Work.
- b. Identification of Elevator Serviced or Repaired; Checklist of Examinations Made and Work Performed; Time Worked; Type and Quantity of Material and Parts Used.
- c. Certification that repair work was performed in accordance with the specifications and signed by the Mechanic.
- d. Needed repair work, problems, failures or malfunctions discovered during repair work.
- e. Recommendations for extra inspection and testing if required by Uniform Statewide Building Code, ANSI/AASME A17.1, Safety Code for Elevators and Escalators, A17.2, Inspector's Manual for Elevators and Escalators, and A17.3, Safety Code for Existing Elevators and Escalators.
- f. Callback reports - monthly.
- g. Listing of major service work undertaken during the previous quarter -quarterly.
- h. Equipment audits and recommended future modifications reports for capital planning purposes - annually.

**10. RECORDS:** The Contractor shall keep and maintain a file on each elevator to contain accurate records of all maintenance work, repairs, including trouble calls, parts used, and all wiring and circuit changes and modifications made. These records are to be made available upon request by NRHA.

**11. AGENCY CONTACTS:** The NRHA Senior Building Maintenance Superintendant is the contact for this contract.

## **V. BILLING SPECIFICATIONS**

- a. The contractor shall provide monthly invoices in electronic format; both in PDF and/or Excel. 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. Invoices, in electronic format, shall be emailed to the address that will be specified in the resultant contract. Invoices shall be in accordance to the requirements listed in this RFP.
- d. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; and the federal employer identification number (for proprietorships, partnerships, and corporations).
- e. 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.
- f. All goods and services provided under the resultant contract, 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.
- g. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- h. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, NRHA shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

## **VI. PROPOSAL PREPARATION AND SUBMISSION**

### **A. General Requirements:**

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One original and three copies of each proposal and one electronic copy provided on CD must be submitted to:

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

Reference the Submittal Date and Hour, and RFP 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.

Original and copies must be separately bound using tabs to separate the sections. Each one shall be marked Original or Copy, and be considered stand-alone-volumes. If this section calls for Volumes, each Volume shall be separately bound.

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

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. Blocks 14 A thru Block 17 of the Solicitation, Offer, and Award must be completed by Offeror. All information requested must be submitted. Failure to submit all information requested may result in NRHA requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by NRHA at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each volume shall be separately bound and original shall be bounded separately from the copies.
- c. NRHA encourages the use of recycled paper in proposal preparation.
- d. Do not use color or expensive stock in preparing proposal.
- e. All past performance shall not be older than three (3) years. Any past performance submitted that is older than three years will not be counted as experience.
- f. Additional information such as company brochures, literature, or other marketing material, will be discarded and not used in the evaluation process. Only the information requested under Section VI, B, Specific Proposal Requirements of this section, will be evaluated. Non compliant proposals may be removed from the competitive range.
- g. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the

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

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

#### B. Specific Proposal Requirements:

Proposals should be as thorough and detailed as possible so that NRHA may properly evaluate your capabilities and service(s) offered to provide the required support. Offerors are required to submit the following information/items as a complete proposal:

##### **TAB 1 - Past Performance**

Contractor shall list at a minimum **three** contracts within the last three years that are similar and same in scope. Attachment A – Past Performance Summary Sheet should be completed for each contract referenced. Contractors must have at a minimum of ten years of experience. Contractors with less than ten years in the elevator trade will receive a lower score. Offerors shall show ten years of experience, however, only recent contracts may be used for past performance evaluation.

##### **TAB 2 - References**

Contractor shall provide at a minimum three (3) references (Attachment B) on projects of similar size and scope of this solicitation. Offerors are highly encouraged to contact each reference to ensure they will comply and complete a questionnaire on the behalf of the Offeror. No reply from references will equate to a zero score for that section of the Offeror's evaluation.

##### **TAB 3 - Emergency Procedures**

Contractor shall list their emergency procedures in regards to after hour emergency calls. List the number of calls the company has responded to and

what solutions were applied. Emergency call back time is one (1) hour after initial call from NRHA. Contractor must provide an emergency phone number that is answered 24 hours a day, 365 days a year and shall forward elevator emergencies to the appropriate technician for response.

**TAB 4 - Remote Monitoring**

Contractor shall describe their remote electronic monitoring capabilities. This information shall include all system capabilities and how they are utilized within the service call dispatching and predictive maintenance program.

**TAB 5 - Risk Management**

Contractor shall provide their risk mitigation plan which includes tools to prevent problems in regards to working with legacy equipment and how effective these tools were in mitigating potential breakdowns.

**TAB 6 - Price**

Pricing shall be all inclusive and stated on Pricing Sheet Attachment C.

**TAB 7 – Forms**

The return of the additional forms signed and filled out as required.

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

**VII. SELECTION CRITERIA AND AWARD**

A. Selection Criteria:

Proposals will be evaluated by NRHA using the following:

<u>Criteria Value</u>	<u>Maximum Point</u>
1. Past Performance	40
2. References	20
3. Emergency Procedures	10
4. Remote Monitoring	20
5. Risk Management	10
6. Price	NOT GRADED
7. Additional Forms	NOT GRADED
 Total	 <hr style="width: 100px; margin-left: auto; margin-right: 0;"/> 100

B. Award:

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

## VIII. PRE-PROPOSAL CONFERENCE

A Mandatory pre-proposal conference will be held on August 10, 2011 at 10:00 a.m. in the NRHA Small Conference Room, 201 Granby Street, 12th Floor, Norfolk, VA, 23510. The purpose of this conference is to allow potential bidders/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 bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders who are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster.

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

## IX. AMENDMENT

Any amendment issued for this solicitation may be accessed at: [www.nrha.norfolk.va.us/opportunities/solicitations/open](http://www.nrha.norfolk.va.us/opportunities/solicitations/open). Since a paper copy of the amendment will not be mailed to you, we encourage you to check the web site regularly.

## X. CONTRACT ADMINISTRATION

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

## XI. SECTION H - SPECIAL CONTRACT REQUIREMENTS

### Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The Contractor is responsible for making every effort to ensure that employees from NRHA Section 3 residents have first right of refusal when hiring new employees under this contract.
- C. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by the execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- D. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- E. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- F. The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed, and 2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- G. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with Section 3 covering housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned

Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**§ 2.2-4311.2. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.**

- I. 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.
- J. A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in your bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized .
- K. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.
- L. 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.
- M. 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.)
- N. The following documents are available for download at the NRHA website:
  1. The Commonwealth of Virginia Vendors Manual
  2. NRHA's Terms and Conditions  
<http://www.nrha.us/opportunities>

**XII. ATTACHMENTS**

Attachment A - Past Performance

Attachment B - References

Attachment C - Pricing Schedule

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

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

Attachment F - Certifications and Representation of Offerors

Attachment G - Certificate of Compliance – Section 3

Attachment H - W9 Form



## **Attachment A - Past Performance**

**PR 487-112-12**  
**Attachment A - Corporate Experience**  
*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 B - References**

Attachment B - Reference Sheet

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

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



## **Attachment C - Pricing Schedule**

## Pricing Schedules

PR487-112-12

### Elevator Maintenance and Repair Services

Contractor Name \_\_\_\_\_

<b>CLIN</b>	<b>Description</b>	<b>Base Year 10-1-2011 thru 09-30-2012</b>
A001	Base Bid – Full Service Annual Maintenance	
<b>Labor Rates for Service Outside the Contract Agreement</b>		
A002	Regular Labor Rate	
A003	Overtime Labor Rate	

<b>CLIN</b>	<b>Description</b>	<b>Option Year 1 (One) 10-1-2012 thru 09-30-2013</b>
B001	Base Bid – Full Service Annual Maintenance	
<b>Labor Rates for Service Outside the Contract Agreement</b>		
B002	Regular Labor Rate	
B003	Overtime Labor Rate	

<b>CLIN</b>	<b>Description</b>	<b>Option Year 2 10-1-2013 thru 09-30-2014</b>
<b>C001</b>	<b>Base Bid – Full Service Annual Maintenance</b>	
<b>Labor Rates for Service Outside of the Contract Agreement</b>		
<b>C002</b>	<b>Regular Labor Rate</b>	
<b>C003</b>	<b>Overtime Labor Rate</b>	

<b>CLIN</b>	<b>Description</b>	<b>Option Year 3 10-1-2014 thru 09-30-2015</b>
<b>D001</b>	<b>Base Bid – Full Service Annual Maintenance</b>	
<b>Labor Rates for Service Outside of the Contract Agreement</b>		
<b>D002</b>	<b>Regular Labor Rate</b>	
<b>D003</b>	<b>Overtime Labor Rate</b>	

<b>CLIN</b>	<b>Description</b>	<b>Option Year 4 10-1-2015 thru 09-30-2016</b>
<b>E001</b>	<b>Base Bid – Full Service Annual Maintenance</b>	
<b>Labor Rates for Service Outside of the Contract Agreement</b>		
<b>E002</b>	<b>Regular Labor Rate</b>	
<b>E003</b>	<b>Overtime Labor Rate</b>	

1. Offeror agrees to provide all material, labor, equipment, transportation and incidentals in accordance with the conditions of the solicitation for all items as listed in this RFQ.
2. The base bid is an annual firm fixed cost to be divided over a 12 month period with invoicing once per month.
3. Estimates for services outside of the annual maintenance agreement must be submitted in writing and upon approval will be issued under task orders.

Pricing shall be all inclusive of labor, travel, overhead, G&A, and fee. No other charges are applicable to the resultant contract and thus disapproved on all invoices.

ALL DEVIATIONS FROM THE SPECIFICATIONS ARE TO BE NOTED IN THE BID RESPONSE.

**(\*CASH DISCOUNT FOR PROMPT PAYMENT \_\_\_\_% 10 DAYS/ NET \_\_\_\_ DAYS) (\*See Section VII. Evaluation Factors and Award)**

Offeror Name: \_\_\_\_\_ Date: \_\_\_\_\_

Offeror Signature: \_\_\_\_\_



## **Attachment D - HUD-5369B - Instructions to Bidders for Contracts**

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The HA may

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

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

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

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

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

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

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

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

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

[Describe bid or proposal preparation instructions here:]



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

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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**Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000**  
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### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
  - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



## **Attachment F - 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 Principals:

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

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

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

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

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

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

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

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

**8. Hold Harmless**

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

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

**9. Authorization of Offeror for Verification of References**

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

**10. Authorized Negotiators (RFPs only)**

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

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**11. Certificate of Insurance**

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

**12. Offeror's Signature**

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

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**Signature & Date:**

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**Typed or Printed Name:**

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**Title:**

**Attachment G - 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 H - W9 Form**

## Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	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:

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

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

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

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

### Purpose of Form

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

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

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

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

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

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

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

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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 <sup>1</sup>	Generally, exempt payees 1 through 7

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

<sup>2</sup> 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](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

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

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

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

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

**Note.** 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://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.