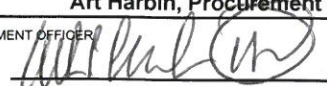
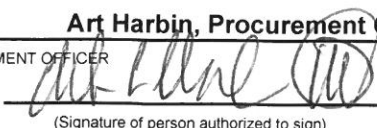


AMENDMENT OF SOLICITATION		SOLICITATION/CONTRACT NO.	PAGE OF PAGES	
		CRHA 15-R-001	1	1
1. AMENDMENT/MODIFICATION NO. A02	2. EFFECTIVE DATE March 5, 2015	PROJECT NAME Comprehensive Employee Group Health Insurance		
3. ISSUED BY Chesapeake Redevelopment & Housing Authority 1468 S. Military Highway Chesapeake, VA 23320		PROGRAM		
4. NAME AND ADDRESS OF CONTRACTOR (No. Street, Country, State, and ZIP Code) NA				
5. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 7. The hour and date specified for receipt <input type="checkbox"/> is <input checked="" type="checkbox"/> is not extended.				
Officers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following: (a) by completing Items 4 and 9 and returning _____ copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
6. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS				
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (SPECIFY AUTHORITY) THIS CHANGES ARE SET FORTH IN ITEM 7 Clause 29, "changes" (HUD form - 5370)				
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 7				
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause 29, "changes" (HUD form - 5370)				
<input type="checkbox"/> D. OTHER (Specify type of modification and authority) Mutual Agreement				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
7. DESCRIPTION OF AMENDMENT/MODIFICATION				
1 To meet the requirements of unforeseen administrative deadlines the due date and time for receipt of proposals has been changed to; <u>Thursday March 26, 2015 @ 2:00 PM.</u>				
2 All other terms and conditions to remain unchanged.				
8A. NAME AND TITLE OF RECOMMENDING OFFICIAL (TYPE OR PRINT)		9A. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		
Art Harbin, Procurement Officer				
8B. PROCUREMENT OFFICER	8C. DATE SIGNED	9B. OFFEROR/CONTRACTOR	9C. DATE SIGNED	
 (Signature of person authorized to sign)	3/5/2015	_____		
		(Signature of person authorized to sign)		
10A. NAME AND TITLE OF CONTRACTING OFFICER		10B. CHESAPEAKE REDEVELOPMENT & HOUSING AUTHORITY	10C. DATE SIGNED	
Brenda G. Willis, Executive Director		_____	NA	
		(Signature of Contracting Officer)		

AMENDMENT OF SOLICITATION		SOLICITATION/CONTRACT NO. CRHA 15-R-001	PAGE OF PAGES 1 1
1. AMENDMENT/MODIFICATION NO. A01	2. EFFECTIVE DATE January 20, 2015	SOLICITATION NAME COMPREHENSIVE GROUP HEALTH INS. BENEFITS	
3. ISSUED BY Chesapeake Redevelopment & Housing Authority 1468 S. Military Highway Chesapeake, VA 23320		PROGRAM	
4. NAME AND ADDRESS OF CONTRACTOR (No. Street, Country, State, and ZIP Code) NA			
5. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 7. The hour and date specified for receipt <input type="checkbox"/> is <input checked="" type="checkbox"/> is not extended. Officers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following: (a) by completing Items 4 and 9 and returning <u>1</u> copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
6. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS			
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (SPECIFY AUTHORITY) THIS CHANGES ARE SET FORTH IN ITEM 7 Clause 29, "changes" (HUD form - 5370)			
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 7			
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause 29, "changes" (HUD form - 5370)			
<input type="checkbox"/> D. OTHER (Specify type of modification and authority) Mutual Agreement			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.			
7. DESCRIPTION OF AMENDMENT/MODIFICATION			
1 CRHA issues amendment A01 to address typographical errors as detailed below; A Section I A. P.3 contract term should read "July 1, 2015 through June 30, 2016". B Section III A P.13 paragraph 4 line one should read "CRHA will be responsible for 80% - 100% of employee coverage". All other specifications, terms, and conditions remain unchanged.			
8A. NAME AND TITLE OF RECOMMENDING OFFICIAL (TYPE OR PRINT) Art Harbin, Procurement Officer		9A. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	
8B. PROCUREMENT OFFICER  (Signature of person authorized to sign)	8C. DATE SIGNED 1/20/2015	9B. OFFEROR/CONTRACTOR _____ (Signature of person authorized to sign)	9C. DATE SIGNED
10A. NAME AND TITLE OF CONTRACTING OFFICER Brenda G. Willis, Executive Director	10B. CHESAPEAKE REDEVELOPMENT & HOUSING AUTHORITY _____ (Signature of Contracting Officer)		10C. DATE SIGNED 1/20/2015

REQUEST FOR PROPOSALS

The Chesapeake Redevelopment and Housing Authority (CRHA) will accept Proposals for Comprehensive Group Health Insurance Benefits for CRHA employees until 2:00 p.m. local prevailing time, Friday, April 3, 2015, at 1468 S. Military Highway, Chesapeake, Virginia 23320.

Copies of the Request for Proposals identifying the scope of services and evaluation factors for selection may be obtained from the Authority's Procurement Office at the above address, from the authority's procurement web page at <https://crhava.org/po/proposals.html>, or by calling (757) 233-6412.

Firms are strongly encouraged to attend a pre-proposal meeting at 10:00 a.m. on Wednesday, March 4, 2015, at 1468 S. Military Highway, Chesapeake, Virginia 23320. Minority-owned, Women-owned, and section 3 certified Business Enterprises are encouraged to submit proposals.

A. L. Harbin III
Procurement Officer, CRHA

REQUEST FOR PROPOSALS
FOR
COMPREHENSIVE GROUP HEALTH
INSURANCE BENEFITS

CRHA 15-R-001

Chesapeake Redevelopment
And
Housing Authority

1468 S. Military Highway
Chesapeake, Virginia 23320

January 16, 2015

CRHA
CHESAPEAKE, VIRGINIA

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ATTACHMENTS

1. Affidavit of Non-Collusion
2. CRHA Conflict of Interest Statement
3. Authorization of Offeror for Verification of References
4. W – 9 form
5. Section 3 Compliance Package (mandatory element)

SOLICITATION, OFFER, AND AWARD <small>(Construction, Alteration, or Repair)</small>	1. SOLICITATION NO. CRHA 15-R-001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP or QBS)	3. DATE PUBLISHED: 1/16/2015	PAGE 1	PAGES OF 36
IMPORTANT - The "Offer" section on the reverse must be fully completed by the offeror.					
4. ISSUED OFFICE Chesapeake Redevelopment & Housing Authority 1468 S. Military Highway Chesapeake, VA 23320 Attention: Lori Frugard		5. ADDRESS OFFER TO PROGRAM (Same as Block 4)			
6. FOR INFORMATION CALL	Art Harbin, Procurement Officer	TELEPHONE NO. (757) 233-6412			
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"					
7. THE HOUSING AUTHORITY REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS EMPLOYEE HEALTH INSURANCE Coverage: PROVIDE COMPREHENSIVE GROUP HEALTH CARE INSURANCE BENEFITS FOR EMPLOYEES OF CHESAPEAKE REDEVELOPMENT HOUSING AUTHORITY AS THE STIPULATED IN THE RFP. Note: Questions must be presented in writing and submitted to the address in block #4, faxed to (757) 523-1601 Attention: Art Harbin, Procurement Officer, or via email at art_harbin@crhava.org.					
8. The Contractor shall begin performance within <u>1</u> calendar days and complete it within <u>365</u> calendar days after receiving a Notice To Proceed. This performance period is mandatory. (See HUD Form 5370, Clause 25)					
9A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			9B. CALENDAR DAYS		
10. ADDITIONAL SOLICITATION REQUIREMENTS A. Sealed offers, as specified herein, to perform the services required are due at the place specified in Item 4 by <u>2:00 p.m.</u> (hour) local time <u>April 3, 2015</u> If this is a sealed bid solicitation, offers will be opened in public after that time. SEALED ENVELOPES containing offers shall be marked to show the OFFEROR'S NAME and ADDRESS, the SOLICITATION NUMBER, and the DUE DATE and TIME of Offer					
B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.					
C. All offers are subject to (1) the work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.					
D. Offers providing less than <u>90</u> calendar days for CRHA acceptance after the date offers are due will not be considered and will be rejected.					

OFFER (Must be fully completed by offeror)

11. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	12. TELEPHONE NO. (Include area code)	12. A. FAX NO. (Include area code)
13. REMITTANCE ADDRESS (Include only if different than Item 11)		
11. A. E-MAIL ADDRESS:		
11. B. FEDERAL TAX ID:		

14. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation if this offer is accepted by the Housing Authority in writing within 90 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 10D. Failure to insert any number means the offeror accepts the minimum in Item 10D.)

AMOUNTS

15. The offeror agrees to furnish any required performance and payment bonds.

ACKNOWLEDGEMENT OF OFFER AND AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each.)

AMENDMENT									
DATE									

16A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER	16B. SIGNATURE	16C. OFFER DATE
--	----------------	-----------------

AWARD (To be completed by the Housing Authority)

17. ITEMS ACCEPTED

Contract to consist of this document, Solicitation Sections I through VII and Contractor Bid documents.

18A. AMOUNT \$	18B. AWARDED CONTRACT NO. CRHA 15-C-001
19. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 4	21. PAYMENT WILL BE MADE BY (Same as Block 20)
20. ADMINISTERED BY Chesapeake Redevelopment & Housing Authority 1468 S. Military Highway Chesapeake, VA 23320	

CONTRACTING OFFICER WILL COMPLETE ITEM 22 OR 23 AS APPLICABLE

<p><input checked="" type="checkbox"/> 22. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, and specifications incorporated by reference in or attached to this contract.</p>	<p><input type="checkbox"/> 23. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the item listed. This award consummates the contract, which consists of (a) the Housing Authority solicitation and your offer, and (b) this contract award. No further contractual document is necessary.</p>
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24A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN	25A. NAME OF CONTRACTING OFFICER (Type or print) BRENDA G. WILLIS		
24B. SIGNATURE	24C. DATE	25B. CHESAPEAKE REDEVELOPMENT & HOUSING AUTHORITY	25C. AWARD DATE

I. INTRODUCTION AND GENERAL INFORMATION FURNISHED BY REQUESTER

A. GENERAL INFORMATION

Project Title: Employee Group Health Insurance Coverage

Issue Date: January 16, 2015

Issuing Agency: CHESAPEAKE REDEVELOPMENT AND HOUSING AUTHORITY

Location(s) of Work: Not applicable

Contract Period: July 1, 2015 through June 30, 2015 with up to four additional options.

Pre-Proposal Conference: Wednesday, March 4, 2015; 10:00 a.m. (local time)
Central Office at 1468 South Military Highway, Chesapeake, VA 23320

Due Date: Friday, April 3, 2015; 2:00 p.m. (local time)
Central Office at 1468 South Military Highway, Chesapeake, VA 23320

All questions/concerns prior to submittal of a proposal shall be in writing and submitted on company letterhead and faxed to Mr. Art Harbin, Procurement Officer at (757) 523-1601, or via email at art_harbin@crhava.org at least 10 days prior to proposal due date.

1. Organization

The Chesapeake Redevelopment and Housing Authority (the Authority or CRHA) is a public body created under the authority of the general statutes of the Commonwealth of Virginia. The Authority was created for the purpose of providing decent, safe and sanitary housing for low and moderate income citizens of the City of Chesapeake. As a chartered political subdivision of the Commonwealth of Virginia, the Authority provides subsidized public housing and administers redevelopment projects within the City in accordance with state and federal legislation.

2. Background

The Chesapeake Redevelopment and Housing Authority (hereinafter known as CRHA) is inviting entities licensed in the Commonwealth of Virginia to submit sealed proposals for Comprehensive Group Health Insurance Benefits for CRHA employees in accordance with the specifications outlined in this Request for Proposal (hereinafter known as RFP).

Housing Authorities are generally considered special purpose public bodies, which receive most of their funding from the U.S. Department of Housing, and Urban Development (HUD) under grants provided under the Annual Contributions Contract (ACC). In 1988, at the direction of the Office of Management and Budget (OMB), HUD issued a regulation known as the "common rule" for grantees. Included in this regulation are procurement standards which grantees *must* follow, located at Title 24 of the Code of Federal Regulations (CFR), specifically, 24 CFR 85.36.

CRHA currently has a total of forty one (41) full time employees eligible for participation in a group health insurance plan. A breakdown of the employee roster detailing pertinent demographic data is included below as Section I. A, subsection 4. The coverage limits desired are as follows:

- 1) Coverage equal to Affordable Care Act Bronze level (60% actuarial value)
- 2) Coverage equal to Affordable Care Act Silver level (70% actuarial Value)
- 3) Coverage equal to Affordable Care Act Gold level (80% actuarial value)
- 4) Coverage equal to Affordable Care Act Platinum level (90% actuarial value)

4. Current Employees

41 current full-time, eligible employees

	EMPLOYEE ONLY		EMPLOYEE PLUS CHILD		EMPLOYEE PLUS FAMILY	
AGE RANGE	MALE	FEMALE				
0-29	0	0	0	0	0	0
30-39	0	3	0	0	0	0
40-44	2	5	0	0	0	0
45-49	1	4	0	0	1	0
50-54	6	4	0	0	0	0
55-59	3	4	0	0	0	0
60-64	5	3	0	0	0	0
OVER 65	0	1	0	0	0	0
TOTAL	17	24	0	0	1	0

Current Participants:

Same as included in table

II. PRICING

A. HEALTH INSURANCE COVERAGE PRICING (ACA BRONZE EQUIVALENT):

I) Base Year Equivalent to ACA Bronze

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

BASE YEAR TOTAL (sum of all lines X 12): _____

II) Option Year One Equivalent to ACA Bronze

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

OPTION YEAR ONE TOTAL (Sum of all lines X 12): _____

III) Option Year Two Equivalent to ACA Bronze

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

OPTION YEAR ONE TOTAL (Sum of all lines X 12): _____

IV) Option Year Three Equivalent to ACA Bronze

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

OPTION YEAR THREE TOTAL (sum of all lines X 12): _____

V) Option Year Four Equivalent to ACA Bronze

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

OPTION YEAR FOUR TOTAL (sum of all lines X 12): _____

TOTAL EVALUATED COST (sum of base and all option years): _____
(BRONZE EQUIVALENT)

II. PRICING

A. HEALTH INSURANCE COVERAGE PRICING (ACA SILVER EQUIVALENT):

I) Base Year Equivalent to ACA Silver

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

BASE YEAR TOTAL (sum of all lines X 12): _____

II) Option Year One Equivalent to ACA Silver

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

OPTION YEAR ONE TOTAL (Sum of all lines X 12): _____

III) Option Year Two Equivalent to ACA Silver

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

OPTION YEAR ONE TOTAL (Sum of all lines X 12): _____

IV) Option Year Three Equivalent to ACA Silver

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

OPTION YEAR THREE TOTAL (sum of all lines X 12): _____

V) Option Year Four Equivalent to ACA Silver

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

OPTION YEAR FOUR TOTAL (sum of all lines X 12): _____

TOTAL EVALUATED COST (sum of base and all option years): _____
(SILVER EQUIVALENT)

II. PRICING

A. HEALTH INSURANCE COVERAGE PRICING (ACA GOLD EQUIVALENT):

I) Base Year Equivalent to ACA Gold

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

BASE YEAR TOTAL (sum of all lines X 12): _____

II) Option Year One Equivalent to ACA Gold

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

OPTION YEAR ONE TOTAL (Sum of all lines X 12): _____

III) Option Year Two Equivalent to ACA Gold

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

OPTION YEAR ONE TOTAL (Sum of all lines X 12): _____

IV) Option Year Three Equivalent to ACA Gold

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

OPTION YEAR THREE TOTAL (sum of all lines X 12): _____

V) Option Year Four Equivalent to ACA Gold

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

OPTION YEAR FOUR TOTAL (sum of all lines X 12): _____

TOTAL EVALUATED COST (sum of base and all option years): _____
(GOLD EQUIVALENT)

II. PRICING

A. HEALTH INSURANCE COVERAGE PRICING (ACA PLATINUM EQUIVALENT):

I) Base Year Equivalent to ACA Platinum

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

BASE YEAR TOTAL (sum of all lines X 12): _____

II) Option Year One Equivalent to ACA Platinum

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

OPTION YEAR ONE TOTAL (Sum of all lines X 12): _____

III) Option Year Two Equivalent to ACA Platinum

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

OPTION YEAR ONE TOTAL (Sum of all lines X 12): _____

IV) Option Year Three Equivalent to ACA Platinum

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

OPTION YEAR THREE TOTAL (sum of all lines X 12): _____

V) Option Year Four Equivalent to ACA Platinum

1. Please insert your proposed price for plan coverage in accordance with the specifications provided herein:

Subscriber Only \$ _____ / Monthly Cost Per Employee

Subscriber + Child(ren) \$ _____ / Monthly Cost Per Employee

Subscriber + Spouse \$ _____ / Monthly Cost Per Employee

Family Plan \$ _____ / Monthly Cost Per Employee

OPTION YEAR FOUR TOTAL (sum of all lines X 12): _____

TOTAL EVALUATED COST (sum of base and all option years): _____
(PLATINUM EQUIVALENT)

III. SPECIFICATIONS

- A. SCOPE OF WORK** - The scope of services and basic requirements to be rendered by the selected vendor is listed below.

Provide Comprehensive Group Health Insurance Coverage Benefits to all qualified employees of the Chesapeake Redevelopment and Housing Authority. Such services shall include but not be limited to professional services, including Doctor's office visits for diagnosis and treatment of illness, injury or preventive care; office visits for elective physical examinations, diagnostic and laboratory procedures; Specialist care and consultations as medically necessary; Pre-natal and post-natal care; allergy care; Hospital Services; Surgical care; Family Planning/Infertility services; Skilled Nursing Facility care; Ambulance services; Emergency care services; Mental health services. Preventive Vision Services benefits including screening tests for disease, abnormalities, visual acuity tests for glasses with an eye glass prescription once every 24 months; and Employee Assistance Program. Preventive Dental services may be submitted as a value added component of any core offer. Value added components will be considered in scoring of proposals

Proposals shall be explicitly clear in the outline of services, limitations and responsibilities of plan members for each proposed plans.

CRHA will be responsible for 100% of employee coverage. Employees will, through payroll deduction, be responsible for dependent coverage and shall have the following options to select from (provider to price all four coverage options for all four coverage tiers):

Subscriber Only
 Subscriber + Child(ren)
 Subscriber + Spouse
 Family Plan

Participation by employees is strictly voluntary providing CRHA meets any minimum participation requirement contained in the successful plan proposal.

- B. PLAN TYPES** – Provide information for a variety of plan types including traditional Fee for Service, HMO, PPO and any available alternative plans. The goal is to explore the best value of services versus fees for CRHA.
- C. ADMINISTRATIVE SUPPORT SERVICES** – A meeting will be held with all CRHA employees, as soon as possible following the identification of a successful offeror, to provide information and start the sign-up process for the coming plan year. The successful offeror shall participate in the meeting, providing plan overview information and answer employee questions.

During the plan year, administrative support is to be provided via telephone to provide assistance to the CRHA Human Resources Manager and/or employees as necessary with plan questions or help as necessary.

IV. TIME FOR COMPLETION

- A. CONTRACT DURATION** - The initial contract is for 12 months (1 year) commencing July 1, 2015 through June 30, 2016 with up to four additional option years. Any rate escalation for the option years shall not exceed 5% of the previous year's price. A written notification shall be sent to CRHA of any price change by March 31, 2016.

- B. TERMINATION RIGHTS** - In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by CRHA, without penalty, after the initial 12 months of the contract period upon 90 days written notice to the successful offeror. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

V: PAYMENT TERMS

- A. TERMS** - Payment terms are net 30 days and shall be made upon proper submittal and receipt of an invoice, and upon receipt of the monthly activity report. Mail invoices to CRHA, 1468 S. Military Highway, Chesapeake, VA 23320, and attention of accounts payable

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VI. GENERAL CONTRACT CONDITIONS

A. General Conditions for Non-Construction Contracts form HUD 5370-C.

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General Contract Conditions

Non-Construction

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

OMB Approval No. 2577-0180 (exp. 4/30/96)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0180), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause **Disputes**, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Disputes

- (a) All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such

decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (1) given the notice within the time stated in paragraph (c) above, and (2) excepted its claim relating to such decision from the final release, and (3) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

4. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(2) above, and compensation be determined in accordance with the **Changes** clause; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed the HA by the Contractor.

(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.

(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled **Disputes** herein.

5. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; *except* that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company,

or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

6. Certificate and Release

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

7. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the clause titled **Disputes**, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

8. Organizational Conflicts of Interest

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

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The Contractor's objectivity in performing the contract work may be impaired.

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

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

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

9. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

10. Rights in Data (Ownership and Proprietary Interest)

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

11. Interest of Members of Congress

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

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

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

13. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

a loan.

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

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

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

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

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

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

consistent with the amount normally paid for such services in the private sector.

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

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

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

(b). Prohibition.

(1) Section 1352 of title 31, U.S.C. provides in part that no appropri-

ated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(B) For purposes of paragraph (b)(2)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

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

- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person’s products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person’s products or services for an agency’s use.

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

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by subdivision (b)(2)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

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

cation for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

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

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

(D) Only those services expressly authorized by subdivisions (b)(2)(ii)(A)(1) and (2) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

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

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

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

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

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

14. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. Dissemination or Disclosure of Information

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

16. Contractor's Status

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

17. Other Contractors

HA may undertake or award other contracts for additional work at or

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

18. Liens

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

19. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)(Applicable to contracts in excess of \$500,000)

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The contractor will send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the organization of the contractor's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The contractor will include this clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of these regulations and will not award any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of section 3, the regulations set forth at 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR part 135.

B. Additional General Terms and Conditions**1. Subcontracting**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Authority. The Service Provider shall be as fully responsible to the Authority for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Service Provider shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

2. Drug-Free Workplace

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

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

3. Employment Discrimination by Service Provider Prohibited

All contracts shall include in every contract over \$10,000. The provisions listed herein:
During the performance of this contract, the Service Provider agrees as follows:

The Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Service Provider. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Service Provider, in all solicitation or advertisements for employees placed by or on behalf of the Service Provider, will state that such Service Provider is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Service Provider will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000. So that the provisions will be binding upon each Service Provider or vendor.

VII. CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS

A. HUD 5369-C ATTACHED

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Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor’s objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

VIII. INSTRUCTIONS TO OFFERORS

A. HUD 5369-B ATTACHED

(The remainder of this page intentionally left blank)

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:]

B. Submission of Proposals

1. Procurements Standards

All matters and issues related to this RFP and any contract resulting from the RFP shall be governed by the procurement principles set forth in the HUD Handbook on Procurement for Public and Indian Housing Authorities, Handbook 7460.8, REV-2; and the Statement on Procurement Policy for the Chesapeake Redevelopment and Housing Authority, and its implementing procedures. In the event of a conflict between this RFP and Handbook 7460.8 or CRHA procurement policy or procedures, the provision of Handbook 7460.8 shall govern.

2. Submission of Proposal

Any party interested in being considered for award must submit a proposal in response to this RFP in accordance with the instructions and terms hereunder. **Proposals are to be formatted in two separate volumes in accordance with the requirements of subsections C and D below.** By submitting a proposal, the Offeror agrees to be bound by the terms and conditions of this RFP.

3. Proposal Submission Deadline

CRHA must receive the Offeror's proposal **by 2:00 p.m. Eastern Time on April 3, 2014** at the location designated in Subsection B, 4 below. It is the Offeror's responsibility to ensure that the proposal is delivered by the designated time and date. Proposals, which for any reason are not delivered within the deadline, will not be considered and will be returned unopened to the Offeror.

4. Place of Submission

Proposals, including all required information and certifications, properly formatted in accordance with Subsections C. and D. below, must be submitted in sealed envelope(s) at the address below. **The face of the envelope(s) must contain, in addition to the address below, the RFP title and number stated above.** Offers by telegram, telephone, or facsimile, and handwritten proposals will not be accepted by CRHA. All proposals must be delivered to:

Art Harbin, Procurement Officer
Chesapeake Redevelopment and Housing Authority
1468 South Military Highway
Chesapeake, VA 23320-2604
(757) 233-6412

5. Pre-proposal Conference

A pre-proposal conference will be held on **Wednesday, March 4, 2015 at 10:00 a.m.**, at CRHA Central Office Executive Board Room 1468 S. Military Highway, Chesapeake, Virginia 23320. Prospective Offerors are strongly encouraged to attend in order to ensure complete understanding of the Authority requirements. Additionally, Offerors may submit questions regarding the RFP to the person identified in Subsection B. 4 above.

6. Interpretations

Any requests for interpretation or questions concerning this RFP must be submitted in writing to the addressee noted in Subsection B. 4 above and must be received 10 days prior to the deadline for receipt of proposals. Inquiries must reference the RFP number and title, and the deadline for receipt of proposals. No interpretations shall be considered binding unless provided in writing by CRHA.

7. Preparation of Proposal

Offerors are expected to examine all elements of the RFP including the Scope of Services, submission requirements, evaluation criteria, equal opportunity compliance requirements, the General Contract Terms and Conditions in Section VI, A, form HUD 5370, above, and all instructions prior to preparing the proposal. Failure to do so will be at the Offeror's risk. Offers for services other than those specified will not be considered. All costs incurred, directly or indirectly, by the Offeror including travel, preparation, submission and miscellaneous expenses, in response to this RFP shall be the sole responsibility of the Offeror and shall be borne by the Offeror. Offerors should make provisions for any and all costs and expenses related to the performance of the contract in their price proposal, and should identify all such costs and expenses in the itemized breakdown of costs.

8. Execution of Proposal

The original proposal volumes in the quantities required by Subsections C and D below must each contain a manual original signature of an authorized representative of the Offeror. All corrections made on the proposal must be initialed by the authorized representative of the Offeror. The company name must appear on the cover sheet. The proposal must include all documents, materials and information required herein.

9. Mistakes in Proposals

If a mistake in a proposal is suspected or alleged, the proposal may be corrected, at the sole discretion of CRHA, or withdrawn during any negotiations that are held. If negotiations are not held, or if a best and final offer has been received, the Offeror may be permitted to correct a mistake in its proposal and the intended correct offer may be considered if: the mistake and the intended correct offer are clearly evident on the face of the proposal; or the mistake is not clearly evident on the face of the proposal, but the Offeror submits written evidence which clearly and convincingly demonstrates both the existence of a mistake and the intended offer, and such correction would not be contrary to the fair and equal treatment of other Offerors. Mistakes discovered after award shall not be corrected unless the Contracting Officer makes a written determination that it would be disadvantageous to CRHA not to allow the mistake to be corrected.

10. Attachments

Each writing or other document referred to in this RFP as being attached hereto as an attachment or otherwise designated herein as an attachment hereto is hereby made a part of this RFP. The

Offeror is required to complete the certifications and representations attached hereto as part of the proposal package and shall be subject to the requirements therein.

11. Confidentiality

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

C. VOLUME I - PRICE PROPOSAL:

1. Title Page

Volume I is to be submitted in **original and one (1) copy** marked to include the Request for Proposal subject, the name of the Offeror's firm, address, telephone number, fax number, email address and name of the contact person, and the date.

2. Content

Return the required copies, as detailed in C. 1. Above, of the complete Solicitation including completion of all blanks for requested information completed Certifications and Representations and all attachments. Return the entire solicitation in original and one (1) copy from the properly executed Solicitation, Offer and Award form (Pages 1 and 2) through Attachments 1 through 3, also properly executed, signed and, where required, notarized. Offerors should ensure that the proposal submission is properly signed by a person authorized to bind the company and that all pricing blanks are properly completed.

D. VOLUME II - TECHNICAL PROPOSAL

1. Title Page

Volume I is to be submitted in **original and Three (3) copies** marked to include the Request for Proposal subject, the name of the Offeror's firm, address, telephone number, fax number, email address and name of the contact person, and the date.

2. Table of Contents

Include a clear identification of the material by section and by page number.

3. Summary of Submission Requirements

An original and three (3) copies of the typewritten, executed proposal must be properly executed and submitted in a sealed envelope. Offerors are requested to provide a definitive plan for

carrying out the tasks as provided in the above scope of work. The proposal shall include all elements as the follows:

- a) **Technical Competence, Organizational Structure and Qualification of Key Personnel (15 Points)** - The proposal must contain information demonstrating the technical background of the organization and the Responder's capability to coordinate and manage the expected work in the Detailed Specifications.

Describe your professional competence and experience in the area of providing Comprehensive Group Health Insurance Benefits for employees of small and medium businesses.

Provide an organizational chart and assignment of key responsibilities based upon the detailed scope of services.

List all persons, whether permanent employees or contracted or subcontracted staff, who will be committed to this project. A description of the functions such individual will perform and his/her title or position and the specialized skills, training, credential or accomplishments of the individual that are relevant to the required services.

- b) **Experience and References (15 Points)** – Submit at least 3 letters of reference from companies or groups for which your firm has provided Comprehensive Group Health Insurance Benefits. Describe at least 3 previous contracts for Group Health Insurance Coverage Benefits that are relative to the services described in this RFP. Include the following information:

- (i) **Group name and location**
- (ii) **Owner or Manager with name and telephone number of the contact person**
- (iii) **Type of Organization**
- (iv) **Description of the services provided**
- (v) **Start and completion date**

- c) **Demonstrated Ability to Provide Un-Interrupted Coverage to CRHA Employees (5 points)** – Describe in detail your firm's presence in the marketplace, the history of that presence, and your firm's strategy for remaining a viable provider in today's changing Health Care Market Place.
- d) **Value Added Services Included in Offer (10 points)** – Describe any peripheral medical services to be included in the Comprehensive Health Insurance Coverage Benefit, that will be provided as a function of basic coverage with no additional fee's being levied (Vision, Dental, Etc...)
- e) **Section 3 Compliance Strategy (5 Points)** - Provide a description of your strategy for complying with the Section 3 requirements. Offerors may comply with Section 3 by

providing employment and/or training opportunities to residents of CRHA public housing and/or other low-income persons for the performance of this contract, subcontracting with resident-owned businesses and/or other Section 3 businesses, or a combination of employment, training and/or subcontracting as described above. This requirement applies to Section 3 and non-Section 3 businesses. Section 3 is a HUD requirement that cannot be waived by CRHA. Therefore, Offerors are advised to review the following information in preparing and submitting their Proposals:

- (i) If you plan to comply with Section 3 by providing employment and/or training opportunities to residents of CRHA public housing and/or other Section 3 persons, provide all information regarding any hiring/training you will be conducting including a description of the employment/training duties, work hours and salaries. Offerors are required to submit, with their proposals, their workforce requirements for performing the proposed contract regardless of whether additional hiring will be done. If additional hiring will not be done, the Offeror must, to the greatest extent feasible and consistent with all applicable laws, provide training to Section 3 persons.
- (ii) If you plan to meet Section 3 requirements by subcontracting with Section 3 businesses, provide the names, addresses and telephone numbers of all Section 3 businesses who will be performing work on this project. Provide a description of the work to be performed by such firms and a proposed percentage of the total contract dollar amount that will be awarded to each firm. You must include a letter of intent between your firm and each Section 3 business with which you will subcontract if you are awarded the contract. It is the Offeror's responsibility to provide proof that such firms meet the definition of Section 3 business concerns as established by HUD. See CFR Part 135.5 for definitions of Section 3 business concerns or contact the CRHA Office of Fair Housing and Equal Opportunity (FH&EO) at (757) 391-3931 for additional information.
- (iii) If you are claiming preference as a Section 3 business concern, you must provide proof of your firm's eligibility for preference as a Section 3 business concern. See 24 CFR Part 135.5 for definitions of Section 3 business concerns or contact Procurement Officer for additional information. Firms claiming eligibility for Section 3 preference must also submit a Section 3 compliance strategy.

IX. EVALUATION OF PROPOSALS

A. Evaluation Criteria

Selection of a firm to render services pursuant to this RFP will be made in accordance with HUD and CRHA procurement regulations. All responsive proposals received by the time and date specified in this RFP shall be evaluated by the RFP Evaluation Panel based on the following criteria and weights:

Evaluation Criteria	Maximum Points
a. Technical Competence, Organizational Structure and Qualification of Key Personnel	15
b. Experience and References	15
c. Ability to Provide Un-Interrupted Coverage	5
d. Value Added Services	10
e. Section 3 Compliance Strategy	5
f. Fee/Cost	50
TOTAL	100

B. Selection

1. General

CRHA will use the following procedure to evaluate the Proposals and select a successful Offeror. All proposals received by CRHA within the established deadline, which meet the submission requirements of the RFP, will be evaluated by the RFP Evaluation Panel.

2. RFP Evaluation Panel

An RFP Evaluation Panel consisting of three (3) or more voting members will be established. The RFP Evaluation Panel shall consist of CRHA employees and may also include CRHA residents and consultants, and Chesapeake City personnel and consultants. CRHA may also identify non-voting technical advisors to the Panel.

3. Proposal Evaluation

The Procurement Officer will forward Proposals that comply with the submission requirements to the RFP Evaluation Panel. Each such Proposal will be evaluated by the RFP Evaluation Panel using the selection criteria set forth in Section IX, A. above, and scored on the basis of the information contained in the Proposal. Factors not specified in the RFP shall not be considered. Each Proposal will be considered on its own individual merit and not analyzed in comparison with other proposals. Each panel member assigning points shall be asked to provide a written narrative justification to support the rating given. The sum of the points assigned to each Proposal by an individual panel member shall be known as the Offeror's "Raw Score." The evaluation panel chairperson shall fill out a composite worksheet displaying each panel member's Raw Score for each Proposal. The chairperson shall then average all the panel members' Raw Scores for each Offeror

and post these numbers as the “Final Score” for each Offeror. Each Proposal shall be rated acceptable, potentially acceptable or unacceptable based on the Final Score received.

4. Competitive Range

A competitive range will be established based on the rankings of the Offerors and the proposals will be classified as acceptable, potentially acceptable or unacceptable. Proposals determined to be acceptable or potentially acceptable and that have a reasonable chance of award shall be included in the competitive range. CRHA reserves the right to limit the number of Offerors to be included in the competitive range. Further, CRHA reserves the right to establish minimum scores for the competitive range. Offerors whose proposals are classified as unacceptable shall be excluded from the remainder of the selection process and notified accordingly.

5. Oral Presentations/Interviews

At the sole discretion of CRHA, Offerors who are considered by the evaluation panel to be competitive based on the total scores received and relative rankings of Offerors may be asked to make a presentation of the proposal during any negotiations that may be held. The purpose of the presentation will be to provide an opportunity to the Offeror to clarify its proposal, respond to questions from CRHA, and substantiate representations in the proposal. No comments about other Offerors or other proposals will be permitted and Offerors shall not be permitted to attend presentations by other Offerors. A time limit for presentations shall be imposed. Offerors invited to make presentations shall be informed of the date and time of the presentation and the time limit for completing such presentation. Evaluations may be revised based upon information provided by the Offerors in the oral presentation.

6. Discussions

Discussions or negotiations, oral and/or written, may be conducted by CRHA or its authorized representatives with all responsible Offerors whose offers are within the competitive range. CRHA reserves the right to conduct negotiations, oral and/or written, on any element of the contract including price, with all responsible Offerors whose offers are within the competitive range. CRHA reserves the right to make a selection of a successful Offeror based solely on the initial submissions and award without discussions.

7. Best and Final Offers

In the event discussions/negotiations are held, Offerors in the competitive range will be provided an opportunity to change or revise their proposals to reflect any changes resulting from the negotiations, if any, in the form of a written “Best and Final Offer (“BAFO”),” within a deadline of not less than five (5) business days from notification by CRHA, unless otherwise indicated by CRHA in writing. The BAFO will be evaluated by the RFP Evaluation Panel based on the evaluation criteria stated in the RFP. Such BAFO will be treated as a firm proposal in place of the proposal originally submitted. If no revised proposal is received from any such Offerors in the competitive range within the

deadline provided for submitting the BAFO, the originally submitted proposal will be treated as the BAFO.

(The Remainder of This Page Intentionally Left Blank)

X. AWARD OF CONTRACT

A. Contract Award

Following completion of the evaluations and receipt of best and final offers (if required), a contract will be offered to the firm with the most advantageous proposal, considering cost and technical factors.

1. Standard for Contract Award

Upon a determination by CRHA of the availability of funds, CRHA may negotiate a contract with any one or more of the successful Offeror(s). Any contract awarded pursuant to this RFP shall be made to the responsible Offeror(s) whose proposal is determined to be the most advantageous to CRHA, price and technical factors considered. Award will not necessarily be made to the Offeror(s) submitting the lowest price.

2. Award without Discussions

Notwithstanding the foregoing, CRHA reserves the right to make an award without discussions based solely on original proposal scores. CRHA will make an award to the responsible Offeror whose offer conforms to the solicitation and is the most advantageous to CRHA (i.e., that which represents the best value to CRHA), price and other factors considered.

3. Non-Award Pursuant Solicitation # CRHA 15-R-001

Any award shall be predicated on availability of funding. CRHA reserves the right to reject any And all offers received pursuant to solicitation # CRHA 15-R-001.

ATTACHMENTS

1. Affidavit of Non-Collusion (must be notarized)
2. CRHA Conflict of Interest Statement
3. Authorization of Offeror for Verification of References
4. W-9 form
5. Section 3 Compliance Package (mandatory element)



ATTACHMENT 1- FORM OF NON-COLLUSIVE AFFIDAVIT

NON-COLLUSIVE AFFIDAVIT

STATE OF }
 :§
COUNTY OF }

_____, being first duly sworn, deposes and says:

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

Signature of:

(Bidder, if the bidder is an Individual)

(Partner, if the bidder is a Partnership)

(Officer, if the bidder is a Corporation)

SUBSCRIBED AND SWORN TO BEFORE ME
THIS _____ DAY OF _____, 2015

My Commission Expires : _____
(Date)

(Notary Public)

Contract No: _____

(End of attachment 1)

ATTACHMENT 2: CRHA CONFLICT OF INTEREST STATEMENT

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

PART I. CONFLICT OF INTEREST

1. Neither the Chesapeake Redevelopment and Housing Authority (CRHA) nor any of its subcontractors or their subcontractors may enter into any contract or arrangement in connection with a project in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter:

a. Any present or former member or officer of the governing body of CRHA or any member of the immediate family of such member or officer. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the resident corporation, CRHA or a business entity.

b. Any employee of CRHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.

c. Any public official, member of the local governing body, or State or local legislator, or any member of such individual's immediate family, who exercises functions or responsibilities with respect to the project(s) or CRHA.

2. Any member of these classes of persons must disclose the member's interest or prospective interest to CRHA and the United States Department of Housing and Urban Development (HUD).

3. Any bidder/Offeror who submits a proposal or bid in response to an CRHA solicitation must disclose in its proposal or bid, the interest, direct or indirect, of any member of these classes of persons in such bidder/Offeror, and shall also make the disclosures required in Parts II and III below. "Offeror" as used in Parts II and III below, refers to bidders in sealed bidding, and Offerors/responders in competitive proposals, and "offer" shall refer to bids and proposals.

4. For purposes of this section, the term, "immediate family member" means the spouse, mother, father, brother, sister, or child of a covered class member (whether related as a full blood relative, or as a "half" or "step" relative, e.g. a half-brother or stepchild).

5. No member of or delegate to the Congress of the United States of America or any representative of CRHA shall be admitted to any share or part of any contract or to any benefits, which may arise from it.

PART II. ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION

1. It is CRHA's policy to avoid situations which place an Offeror in a position where its judgment may be biased if awarded the contract because of any past, present, or currently planned interest, financial or otherwise, that the Offeror may have which relates to the work to be performed pursuant to the proposed contract or where the Offeror receives an unfair competitive advantage in submitting a proposal or bid for the proposed contract, such as, for example, an Offeror who submits a proposal or bid after acting as a consultant to CRHA in preparing the specifications or performing a study for the proposed contract. Such situations which may either impair the offeror's objectivity in performing the proposed contract work or results in an unfair competitive advantage to the Offeror are considered organizational conflicts of interest.

2. Where an Offeror is aware of, or has reason to be aware of an organizational conflict of interest, whether an actual or apparent conflict, the Offeror shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational,

or otherwise, relating to the work to be performed hereunder and bearing on whether the Offeror has a possible organizational conflict of interest with respect to:

- a. being able to render impartial, technical sound, and objective assistance or advice, or
- b. being given an unfair competitive advantage.

2.1. During the term of the contract resulting from this solicitation, the contractor and all principals and partners of any joint venture awarded a contract under this solicitation (collectively referred to herein as the "Contractor"), shall be prohibited from providing services for or on behalf of any person, firm or company, which is in a position that is adverse to the interests of CRHA. A position adverse to the interests of CRHA shall include, but not be limited to, a person, firm or company that has a claim for damages against CRHA in any judicial or administrative tribunal. Further, the Contractor shall not engage any subcontractor for the performance of any services under the proposed contract if such subcontractor has, at any time within the twelve (12) consecutive month period preceding the commencement of its engagement with the Contractor under the proposed contract, provided any services for or on behalf of any person, firm or company, which is in a position that is adverse to the interests of CRHA. The Contractor shall insert and enforce a similar provision in its contract documents with each subcontractor. From time to time, during the term of the proposed contract CRHA may require (a) the Contractor to submit a certification and affidavit as to the Contractor's compliance with the terms of this subsection 2.1; and (b) the Contractor to submit to CRHA a certification and affidavit from any or all subcontractors as to their compliance with such substantially similar provision as shall be enforced by the Contractor. The Contractor shall immediately terminate any subcontractor in violation of the terms of this subsection 2.1. Failure of the Contractor to comply with the requirements of this subsection 2.1, or to terminate immediately any subcontractor in violation of such provision, shall constitute a default under the proposed contract and grounds for termination of the contract for cause, without liability to CRHA.

3. The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions of the organization and how that structure or system would avoid or mitigate such organizational conflict.

4. In the absence of any relevant interests referred to above, or any conflict of interest, financial, organizational, contractual or otherwise, Offerors shall complete the certification in Part III below, titled Conflict of Interest Certification of Offeror.

5. No award shall be made until the disclosure or certification has been evaluated by the Contracting Officer. Failure to provide the disclosure or certification will be deemed to be a minor infraction and the Offeror will be permitted to correct the omission within a time frame established by the Contracting Officer.

6. Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the Offeror.

7. If the Contracting Officer determines that a potential conflict exists, the selected Offeror shall not receive an award unless the conflict can be avoided or otherwise resolved as determined by the Contracting Officer.

8. In the event the Offeror is aware of an organizational conflict of interest and intentionally does not disclose the existence of such conflict to the Contracting Officer before the award of this contract, CRHA may terminate the contract for default.

9. The term "Affiliated Entities" shall include any parent, subsidiary, partner and/or joint venture of or with the Offeror and any person or entity that shares in the profits of the Offeror or in the proceeds or profits resulting from the proposed contract. The Offeror shall not contract with any Affiliated Entity without obtaining CRHA's written approval of such contract. The Offeror shall disclose to CRHA all contracts that it has with

any Affiliated Entities to provide goods, materials, equipment, supplies or services, of any nature or kind, with respect to the proposed contract.

PART III. CONFLICT OF INTEREST CERTIFICATION OF OFFEROR

1. The Offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, no member of the classes of persons listed in Part I above has an interest or prospective interest, direct or indirect, financial, contractual, organizational or otherwise, in the Offeror.

2. The Offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any actual or apparent organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the Offeror's organizational, financial, contractual or other interests may:

- (a) Result in an unfair competitive advantage to the Offeror; or
- (b) Impair the Offeror's objectivity in performing the contract work.

3. The Offeror agrees that if the contract is awarded to the Offeror, and after award it discovers an actual or apparent conflict of interest, financial, contractual, organizational or otherwise, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Offeror has taken or intends to take to eliminate or resolve the conflict. CRHA may, however, terminate the contract for the convenience of HUD and/or CRHA.

4. The Offeror agrees that if the contract is awarded to the Offeror, the terms of this conflict of interest clause and any necessary provisions to eliminate conflicts of interest shall be included in all subcontracts and consulting agreements resulting from the proposed contract.

5. In the absence of any interest in the Offeror held by any member of the classes of persons referred to above and in the absence of any actual or apparent conflict, I, hereby certify and affirm under penalties of perjury, that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of the proposed contract. The undersigned official certifies that he/she is authorized to sign this proposal form for the firm.

Printed Name and Title of Authorized Official or Responder

Signature of Authorized Official of Responder

Date

[End Attachment 2]

ATTACHMENT 3: AUTHORIZATION OF OFFEROR FOR VERIFICATION OF REFERENCES

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

Printed Name and Address of Offeror

Printed Name and Title of Authorized Representative
or Official of Offeror

Signature of Authorized Representative or Official of Offeror **Date**

[End Attachment 3]

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

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

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

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

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

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

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

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

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

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.



Section 3 Plan

Chesapeake Redevelopment and Housing Authority

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Exhibits/Forms

- Exhibit 1: Certification for Business Concerns Seeking Section 3 Preference
- Exhibit 2: Certification of Residents Seeking Preference in Training and Employment
- Exhibit 3: Contracting Procedure & Procedure
- Exhibit 4: Special Conditions

General Procedure Statement

It is the Procedure of Chesapeake Redevelopment and Housing Authority (CRHA) to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

CRHA implements this Procedure through the awarding of contracts to contractors, vendors, and suppliers, to create employment and business opportunities for residents of CRHA and other qualified low- and very low-income persons residing in and around the City of Chesapeake, VA

The Procedure shall result in a reasonable level of success in the recruitment, employment, and utilization of CRHA residents and other eligible persons and business by CRHA contractors working on contracts partially or wholly funded with the United States Department of Housing and Urban Development (HUD) monies.

CRHA shall examine and consider a contractor's or vendor's potential for success by providing employment and business opportunities to CRHA residents prior to acting on any proposed contract award.

Section 3 Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires CRHA or City of Chesapeake to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons.

Section 3 Contracting Procedure and Procedure

CRHA will incorporate Section 3 in its existing Procurement Procedure and adopt a Section 3 Contracting Procedure and Procedure to be included in all procurements generated for use with HUD funding. This Procedure and procedure contains goal requirements for awarding contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must before submitting bids/proposals to CRHA be required to complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required by this section. Such certifications shall be adequately supported with appropriate documentation as referenced in the form.

The existing Procurement Procedure also contains goal requirements for awarding contracts to Small Disadvantaged Businesses, formerly Minority and Women Business Enterprises (M/WBE).

Section 3 Plan

Chesapeake Redevelopment and Housing will develop a Section 3 Action Plan to identify the goals, objectives, and actions that will be implemented to ensure compliance with the requirements of Section 3.

CRHA's intent to develop this plan is to include input from various city departments to include and, as well as HUD. Where applicable, input from other agencies and companies will be included.

Section 3 Employment & Training Goals

It is the Procedure of CRHA to utilize residents and other Section 3 eligible persons and businesses in contracts partially or wholly funded with monies from the Department of Housing and Urban Development (HUD). CRHA has established employment and training goals that contractors and subcontractors should meet in order to comply with Section 3 requirements. (Reference 24 CFR 135.30 – Numerical goal for meeting the greatest extent feasible requirement). The numerical goal is:

- Thirty percent (30%) of the aggregate number of new hires in any fiscal year.

It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals were not feasible. All contractors submitting bids or proposals to CRHA are required to certify that they comply with the requirements of Section 3.

The Section 3 Contract Clause specifies the requirements for contractors hired for Section 3 covered projects. The Section 3 Clause must be included in all Section 3 covered projects. The Section 3 Contract Clause is included in Exhibit 3.

Section 3 Program Participant Certification Procedure

CRHA will certify Section 3 program participants who reside in the City of Chesapeake and who are seeking preference in training and employment by completing and attaching adequate proof of Section 3 eligibility, as required (see Exhibit 3 – Section 3 Participant Eligibility for Preference form).

- All persons living in the City who meet the Section 3 eligibility guidelines can, by appointment, visit with the Resident Services Department to complete a job readiness assessment.
- Once this assessment is complete, the Resident Services Department will determine if the individual meets the eligibility requirements and is job ready.
- If the individual is deemed eligible for Section 3 participation and deemed not ready for employment, a referral will be made for in-house training and/or to other agencies that are better equipped to address the individual's needs, i.e., substance abuse providers, local schools and colleges, training providers, etc.
- The Section 3 job readiness component is a part of CRHA's commitment to provide economic opportunities and training to residents/eligible participants to become gainfully employed.

Resident Hiring Requirements

CRHA has adopted the following scale for resident hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of residents with particular qualifications or a willingness to begin unskilled labor will be able to participate in CRHA contracted labor efforts. A prime contractor may satisfy CRHA resident hiring requirements through its subcontractors.

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT AS A % OF TOTAL LABOR DOLLARS
Labor dollars \$25,000 but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	1 – ½% of the labor dollars

With this sliding formula, it is expected that an appropriate number of CRHA public housing residents and neighborhood residents with particular qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts. A prime contractor, through its subcontractor(s), may satisfy CRHA's resident hiring requirement set forth above.

1. Subcontract or joint venture with a resident owned business. The business must be 51% or more owned by CRHA public housing residents, or subcontract/joint venture with a business that employs full-time, 30% or more CRHA residents or low and very-income individuals within the City of Chesapeake, or
2. Direct hiring of CRHA's public housing residents and/or low and very low-income neighborhood residents based on the Resident Hiring Scale, or

3. Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale, or
4. Contractor makes a contribution to CRHA Resident Services Job readiness Training Fund to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Resident Hiring Scale.

Assisting Contractors to Achieve Section 3 Goal Hiring and Contracting Goals

CRHA will assist contractors with little or no experience in achieving Section 3 hiring and contracting goals by:

- Requiring the contractor to present a list, to the Resident Services Department, of the number of subcontracting and/or employment opportunities expected to be generated from the initial contract.
- CRHA Resident Services Department will provide the contractor with a list of interested and qualified Section 3 residents for construction projects.
- CRHA Resident Services Department will provide contractor with a list of Section 3 business concerns interested and qualified for construction projects.
- CRHA Resident Services Department will inform contractor of known issues that might affect Section 3 residents from performing job related duties.
- CRHA Resident Services Department will review the new hire clause with contractors and subcontractors to ensure that the requirement is understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 program participants before any other person, when hiring additional employees needed to complete proposed work to be performed with HUD (federal) funds.

Preference for Contracting with Section 3 Business Concerns

CRHA, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts to Section 3 business concerns in the following order to priority:

- **Category 1:** Business concerns that are 51% or more owned by residents of the housing development for which the work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees.
- **Category 2:** Business concerns that are 51% or more owned by residents of the Authority's public housing development(s) other than the housing development where the work is to be performed; or whose full-time permanent workforce includes 30% of these persons as employees.
- **Category 3:** HUD (DOL) Youthbuild programs being carried out in the city of Chesapeake in which Section 3 covered assistance is expended.
- **Category 4:** Business concerns that are 51% or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than 30% Section 3 residents (category 4 business); or that subcontract in excess of 25% of the total amount of subcontracts to Section 3 business concerns.

Contractors and subcontractors are expected to extend to the greatest extent feasible, efforts to achieve the numerical goals established by CRHA.

Evidence of Section 3 Certification

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with CRHA shall complete the Certification For Business Concerns Seeking Section 3 Preference In Contracting and Demonstration of Capability form, which can be obtained from CRHA Resident Services Department or Procurement Officer. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under the Section 3 Program.

Certifications for Section 3 preference for business concerns must be submitted to the Resident services Department of CRHA prior to the submission of bids for approval. If the Resident Services Department previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid.

Resident Owned Business Contracting

CRHA will consider utilizing the alternative procurement process (Section 24 CFR Part 963) when contracting with businesses owned in substantial part by housing agency residents (resident-owned business) for public housing services, supplies or construction.

To be eligible for the alternative procurement process, a business must submit evidence to CRHA that shows how each of the following requirements has been met:

- Submit certified copies of any city, state, or county municipal licenses that support the type of business activity for which it performs.
- Disclose to the Resident Services Department, all owners of the business, as well as, each owners percentage of ownership and names of those individuals who possess the authority to make decisions on a day-to-day basis.
- Submit evidence that the business is able to perform successfully under the terms and conditions of the proposed contract.
- Provide a certified listing of all contracts awarded and received under the alternative procurement process within a two-year period. If a resident-owned business has received under this alternative contracting procedure one or more contracts (within the two-year period) with total combined dollars of \$1,000,000, then it is no longer eligible for additional contracts under the alternative process until the 2-year period is past.

This alternative procurement Procedure is based upon the procurement procedure and Procedure set forth in HUD's regulations at 24 CFR, Part 85.36, but applies only to solicitations of resident-owned businesses. CRHA will utilize the alternative contracting procedure for resident-owned businesses only in cases where it is considered to be in the best businesses, economic and service interests of the authority.

Efforts to Award Contract Opportunities to Section 3 Business Concerns

CRHA will use the following methods to notify and contract with Section 3 business concerns when contracting opportunities exist.

- Advertise contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain additional information.
- Provide written notice of contracting opportunities to all known Section 3 business concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to the bid invitation.
- Coordinate pre-bid meetings at which the Section 3 business concerns would be informed of upcoming contracting opportunities in advance.
- Conduct workshops on CRHA contracting procedures to include bonding, insurance, and other pertinent requirements, in a timely manner in an effort to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities.
- Contact the City of Chesapeake Economic Development Department, business assistance agencies, Minority and Women's Business Enterprise (M/WBE) contractor associations and/or community organizations to inform them of contracting opportunities and to request their assistance in identifying Section 3 businesses.
- Establish relationships with the Small Business Administration (SBA), Minority and Women's Business Enterprise M/WBE association, Community Development Corporations, and other sources as necessary to assist CRHA with educating and mentoring residents with a desire to start their own businesses.
- Seek out referral sources in order to ensure job readiness for public housing residents through on-the-job-training (OJT) and mentoring to obtain necessary skills that will transfer into the external labor market.
- Develop resources or seek out training to assist residents interested in starting their own businesses to learn to prepare contracts, prepare taxes, obtain licenses, bonding, and insurance.

Section 3 Residents Recruitment, Training, and Employment Goals

CRHA will develop resources to provide training and employment opportunities to Section 3 program participants by implementing the following:

- Training opportunities will be advertised by distributing flyers via mass mailings and posting in common areas of the housing developments as well as all CRHA public housing management offices.
- The resident councils, resident management corporations, as well as neighborhood community organizations will be contacted to request their assistance in notifying residents of the available training and employment opportunities.
- Employment opportunities will be advertised by posting job vacancies in common areas of all of the CRHA housing developments as well as contacting resident councils, resident management corporations, and neighborhood community organizations.
- A database will be developed of certified Section 3 residents of public housing and other Section 3 residents.
- A database will be developed to maintain a skill assessment of all Section 3 residents of public housing and other Section 3 residents.
- A database will be developed of eligible qualified Section 3 Business concerns to contact with respect to the availability of contract opportunities.
- Relationships will be developed with local area employers in an effort to solicit job vacancies to determine skills needed in their workforce, thereby providing training to residents developing skills that will transfer into the external labor market.
- A provision for a specific number of public housing or Section 3 program participants to be trained or employed by the contractor will be incorporated into the contract.

Employment of Section 3 Program Participants

- The Resident Services Department will conduct a pre-interview with all residents prior to being hired by a contractor.
- The pre-interview will assess job readiness (i.e., childcare, transportation, work maturity, job retention skills). Only residents meeting the minimum qualifications of the contractor or subcontractor will be referred to the job site. Residents not deemed job ready would be referred elsewhere. It is imperative that the resident's basic needs are met prior to employment.
- If a resident is referred to a contractor and does not perform satisfactorily due to poor work habits (i.e., tardiness, absenteeism, alcohol/drugs, abusive language, fighting, etc.) she/he will be allowed two additional opportunities to be referred to other contractors. If after that time the resident still does not perform satisfactorily, it will be mandatory that she/he attend and complete a job readiness class, alcohol/drug treatment center, or any other program that he or she may be required to attend. After successful completion the resident will be given the opportunity to be reinstated on the list of residents available for work.
- Residents experiencing problems with contractors should first communicate the problem to the employer. If the problem cannot be solved between the employee and employer, the Resident Services Department will meet with the parties involved to assist in trying to resolve the problem. Residents and employers (contractors or subcontractors) should document problems whenever they occur and record any and all efforts to correct them. The written documentation of the problem should be submitted to the Resident Services Department.
- In order to qualify for employment with contractors, public housing residents must have their name(s) on a CRHA lease, be current on rent, be at least eighteen years of age, and not be involved in any legal action with CRHA (current documented eviction, criminal and drug activity or trespassing).
- Residents not interested in construction employment opportunities will be assessed for other skills (clerical, administrative, etc.) and will have the opportunity to receive help with interviewing techniques, mock interviews, resume preparation, application assistance, employment leads, and how to dress for success when conducting a job search.
- Residents interested in pursuing General Equivalency Diploma (GED) and continued training education will be referred to those resources by the Section 3 Coordinator who will maintain bi-weekly contact with residents to monitor progress.

Contractor's Requirements in Employing Section 3 participants:

Under the CRHA Section 3 Program, contractors and subcontractors are required to:

- Provide employment opportunities to Section 3 residents/participants in the priority order listed below:
 - a) **Category 1 – Section 3 Resident**
Residents of the housing development or developments for which the contract shall be expended.
 - b) **Category 2 – Section 3 Resident**
Residents of other housing developments managed by CRHA or receiving other housing assistance through CRHA.
 - c) **Category 3 – Section 3 Resident**
Participants in HUD (DOL) Youthbuild program being carried out in the project boundary area.
 - d) **Category 4 – Section 3 Resident**
Residents residing in the City of Chesapeake and/or surrounding areas who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).

After the award of contracts, the contractor must, prior to beginning work, inform Section 3 participants of the development at which the work will be performed, by providing the following:

- names of the Section 3 business concerns to be utilized,
- estimates of the number of employees to be utilized for contract,
- projected number of available positions, to include job descriptions and wage rates (construction wages consistent with Davis Bacon),
- efforts that will be utilized to seek Section 3 participants. (See Exhibit 2)
- Contractors must notify the Resident Services Department of their interests regarding employment of Section 3 participants prior to hiring. The Resident Services Department will ensure that the participant is Section 3 eligible, by assessing the Section 3 database to ensure job readiness. Additionally, efforts will be made to ensure that the individuals are not involved in any legal proceedings against/with CRHA.
- Submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award.

- Document the performance of Section 3 participants (positive and negative), regarding punctuality, attendance, etc., and provide this information to the CRHA Resident Services Department.
- Immediately notify the Resident Services Department of any problems experienced due to the employment of Section 3 participants.
- Immediately notify the Resident Services Department if a participant quits, walks off, or is terminated for any reason. The contractor must provide written documentation of all such incidents to support such decisions to the Resident Services Department to determine if an investigation is warranted.

Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, CRHA encourages submittal of such complaints to its Resident services department as follows:

- Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR 135.
- Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation will be conducted if complaint is found to be valid. The Resident Services Department will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- The Resident Services Department will provide written documentation detailing the findings of the investigation by CRHA. CRHA will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than thirty (30) days after the filing of complaint.

If complainants wish to have their concerns considered outside of CRHA a complaint may be filed with:

Assistant Secretary for Fair Housing and Equal Opportunity
United States Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410

The complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

Definitions

Applicant – Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

Assistant – the Assistant Secretary for Fair Housing and Equal Opportunity.

Business Concern – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contractor - any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Employment Opportunities Generated by Section 3 Covered Assistance – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) – Public Housing Agency.

Housing Development – low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

HUD (DOL) Youthbuild Programs – programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

JTPA – The Job Training Partnership Act (29 U.S.C. 1579 (a)).

Low-income person – families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Metropolitan Area – a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

New Hires – full-time employees for permanent, temporary or seasonal employment opportunities.

Recipient – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern – a business concern,

- 1) That is 51 percent or more owned by Section 3 resident: or
- 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

Section 3 Covered Assistance –

- 1) public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Clause – the contract provisions set forth in Section 135.38.

Section 3 Covered Contracts – a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the

expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

Section 3 Covered Project - the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Resident – a public housing resident or an individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

Subcontractor – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Very low-income person – families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Section 3 Clause

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

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

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

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education

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

Exhibit 1

Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability

Name of Business _____

Address of Business _____

Type of Business:

- Corporation
- Sole Proprietorship
- Partnership
- Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

- Copy of resident lease
- Copy of evidence of participation in a public assistance program
- Copy of receipt of public assistance
- Other evidence

For business entity as applicable:

- Copy of Articles of Incorporation
- Assumed Business Name Certificate
- List of owners/stockholders and % ownership of each
- Organization chart with names and titles and brief function statement
- Certificate of Good Standing
- Partnership Agreement
- Corporation Annual Report
- Latest Board minutes appointing officers
- Additional documentation

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

- List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- List of all current full-time employees
- PHA/IHA Residential lease less than 3 years from date of employment
- List of employees claiming Section 3 status
- Other evidence of Section 3 status less than 3 years from day of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement
- Statement of ability to comply with public Procedure
- List of owned equipment
- List of all contracts for the past two years

_____ (Corporate Seal)

Authorizing Name and Signature

Attested by: _____

Exhibit 2

**Chesapeake Redevelopment and Housing Authority
Resident Employment Opportunity Data**

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of Chesapeake Redevelopment and Housing Authority and meet the income eligibility guidelines for a low- or very-low-income person as published on the reverse.

My permanent address is:

I have attached the following documentation as evidence of my status:

- Copy of lease
- Copy of receipt of public assistance
- Copy of Evidence of participation in a public assistance program.
- Other evidence

Signature _____

Print Name _____ Date _____

Exhibit 2

Chesapeake Redevelopment and Housing Authority

SECTION 3 INCOME LIMITS		
<p>All residents of public housing developments of Chesapeake Redevelopment and Housing Authority qualify as Section 3 residents. Additionally, individuals residing in the City of Chesapeake or surrounding areas who meet the income limits set forth below, can also qualify for Section 3 status. A picture identification card and proof of current residency is required.</p>		
Eligibility Guideline		
Number in Household	Very Low Income	Low Income
1 individual	23,750	38,000
2 individuals	27,150	43,450
3 individuals	30,550	48,850
4 individuals	33,950	54,300
5 individuals	36,650	58,650
6 individuals	39,400	63,000
7 individuals	42,100	67,350
8 individuals	44,800	71,700

SECTION 3 CONTRACTING PROCEDURE

INTRODUCTION

It is the mission of Chesapeake Redevelopment and Housing Authority to provide a variety of safe, sanitary, accessible, decent, and affordable housing to the citizens of the City of Chesapeake while enhancing and promoting resident self sufficiency.

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal State, and local laws and regulations, be directed to low and very-low income individuals, especially recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very-low income individuals. (Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u).

Section 3 requirements apply to all contractors and subcontractors performing work in connection with projects and activities funded by public housing assistance covered by Section 3, regardless of the amount of the contract or subcontract. Section 3 covered contracts do not include contracts for the purchase of supplies and materials unless the contract includes the installation of the materials.

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern qualifies as a Section 3-business concern. (Refer to What Is A Section 3 Business Concern?). The Section 3 business must also be able to demonstrate its ability to complete the contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36, 24 CFR 85.36b(8).

Contractors who do not qualify as Section 3 business concerns, but who enter into contracts with Chesapeake Redevelopment and Housing Authority, must agree to comply with certain general conditions (refer to Section 3 Clause). All contractors and subcontractors, including Section 3 businesses, must comply with these general conditions. Included in these conditions is the requirement that each contractor and subcontractor submit with each pay request a report of Section 3 compliance (refer to Section 3 Compliance Report). Failure to comply with these general conditions may lead to sanctions which can include termination of the contract for default and suspension or debarment from future HUD-assisted contracts (refer to Sanctions for Contractor's Noncompliance).

Please direct any questions you may have regarding this information to:

Art Harbin, Procurement Officer (Contract Administrator)

Chesapeake Redevelopment and Housing Authority

WHAT IS A SECTION 3 BUSINESS CONCERN?

A Section 3 Business Concern is a business concern, as defined in this section—

1. That is fifty-one percent (51%) or more owned by Section 3 residents; or
2. Whose permanent, full-time employees include persons, at least thirty percent (30%) of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in items (1) or (2) above.

Note: A business concern seeking to qualify for Section 3 shall certify and submit evidence that the business meets one of the guidelines stated above. (Refer to Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability Form – Exhibit 1)

WHO IS A SECTION 3 RESIDENT?

For purposes of Chesapeake Redevelopment and Housing Authority, a Section 3 resident is:

1. A public housing resident;
2. An individual who lives within the City of Chesapeake and whose income falls within the guidelines for low- or very low income.

ORDER OF PROVIDING PREFERENCE

SECTION 3 BUSINESS CONCERN

When considering the award of contracts to business concerns, and more than one Section 3 business concern is being considered, to the greatest extent possible, awards shall be made in the following order of priority:

1. A Section 3 business concern that is fifty-one percent (51%) or more owned by resident(s) of the public housing development in which the work is directed, or whose full-time, permanent employees include at least thirty percent (30%) of the residents of the public housing development in which the work is directed:
2. A Section 3 business that is majority owned by resident(s) of other developments owned by Chesapeake Redevelopment and Housing Authority but not the housing development in which the work is directed, or whose full-time, permanent employees include at least thirty percent (30%) residents of other developments owned by Chesapeake Redevelopment and Housing Authority but not the housing development in which the work is directed;
3. HUD (DOL) Youthbuild programs that are being carried out in the City in which the Section 3 covered assistance is expended.
4. A Section 3 business concern that is majority owned by a Section 3 resident who is not a public housing resident or whose permanent, full-time workforce includes no less than thirty percent (30%) Section 3 residents who are not public housing residents, or that subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to Section 3 business concerns.

Note: A Section 3 business concern seeking any of the above preferences shall submit evidence that it meets the guidelines of that preference.

WHAT IF MY BUSINESS DOES NOT QUALIFY AS A SECTION 3 BUSINESS?

The Housing Authority will, to the greatest extent feasible, offer contracting opportunities to Section 3 business concerns. However, in the event no Section 3 business bids on a contract, or bids but is not able to demonstrate to the Housing Authority's satisfaction that it has the ability to perform successfully under the terms and conditions of the proposed contract, then that contract will be awarded to a non-Section 3 business concern that can meet the terms and conditions of the proposed contract through the competitive bidding process.

That business concern must meet, as all business must (including Section 3 businesses), the general conditions of compliance (refer to Section 3 Clause [Construction Contracts] and Section 3 Clause [Non-Construction Contracts]).

This will include:

1. Submitting a list of all positions necessary to complete contract, name of employees who will fill those positions, names of all other employees.
2. Posting notices of any vacant positions, including training and/or apprenticeship positions, qualifications for positions, place where applications will be received and starting date of employment.
3. To the greatest extent possible, making available vacant positions, including training and/or apprenticeship positions, to Section 3 residents (all categories) in order to priority.
4. As positions are vacated during completion of contract, following guidelines enumerated in numbers 2 and 3 above.
5. Submitting Compliance Reports as required.
6. If notified of non-compliance, correcting non-compliance within allowable time period.

**ORDER OF PROVIDING PREFERENCE
EMPLOYMENT OF SECTION 3 RESIDENT**

When considering the employment of a Section 3 resident, the following order of priority is followed as outlined in 24 CFR 135.32:

1. Category 1 – Section 3 Resident

Residents of the housing development or developments in which the contract shall be expended.

2. Category 2 – Section 3 Resident

Residents of other housing developments managed by Chesapeake Redevelopment and Housing Authority.

3. Category 3 – Section 3 Resident

Participants in HUD (DOL) Youthbuild program being carried out.

4. Category 4 – Section 3 Resident

All other residents (including Section 8 recipients) of the City of Chesapeake who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).

In all cases, applicants must meet the minimum qualifications for the position. In no instance shall it be construed that preference is given to Section 3 residents who do not meet these minimum qualifications.

SECTION 3 INCOME LIMITS

All residents of public housing developments of Chesapeake Redevelopment and Housing Authority qualify as Section 3 residents. Additionally, individuals residing within the City of Chesapeake and its surrounding areas and who meet the income limits set forth below, can also qualify for Section 3 status.

SECTION 3 INCOME LIMITS		
All residents of public housing developments of Chesapeake Redevelopment and Housing Authority qualify as Section 3 residents. Additionally, individuals residing in the City of Chesapeake or surrounding areas who meet the income limits set forth below, can also qualify for Section 3 status. A picture identification card and proof of current residency is required.		
Eligibility Guideline		
Number in Household	Very Low Income	Low Income
1 individual	23,750	38,000
2 individuals	27,150	43,450
3 individuals	30,550	48,850
4 individuals	33,950	54,300
5 individuals	36,650	58,650
6 individuals	39,400	63,000
7 individuals	42,100	67,350
8 individuals	44,800	71,700

Exhibit 4

SECTION 3 SPECIAL CONDITIONS

Chesapeake Redevelopment and Housing Authority has initiated efforts to enhance resident hiring in specific procurement areas. These initiatives are designed to set the requirements for resident hiring and developing and/or strengthening administrative procedures for facilitating contractors' hiring of Chesapeake Redevelopment and Housing Authority residents, other low income and/or very low-income residents residing in the City of Chesapeake.

1. Procurement Documents

Each bidder/proposer must include a Section 3 Opportunities Plan or a Schedule D which indicates its commitment to meet CRHA resident hiring requirements.

If a bidder/proposer fails to submit a Section 3 Opportunities Plan or a Schedule D and the related data along with the bid/proposal, such bid/proposal will be declared as "non-responsive".

For invitations for Bids ("IFB") where awards are made to the lowest, responsive and responsible bidder, the bidder's commitment to satisfy CRHA resident hiring requirements will be a factor used in determining whether the bidder is "responsive".

For RFQ's, RFP's and IFB's, contractors shall be required to detail the cost of the bid or proposal by separately categorizing contract cost by labor (person hours and dollar amounts).

2. Resident Hiring Requirements

In view of CRHA's desire to provide CRHA residents and neighborhood residents with employment opportunities, the following scale for resident hiring will be utilized on all construction contracts, service contracts, and professional service contracts containing a "labor" component:

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT AS A % OF TOTAL LABOR DOLLARS
Labor dollars \$25,000 but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	1 – ½% of the labor dollars

With this sliding formula, it is expected that an appropriate number of CRHA public housing residents and neighborhood residents with particular qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts. A prime contractor, through its subcontractor(s), may satisfy CRHA resident hiring requirements set forth above.

3. Enforcement

To enforce the decision-making process pertaining to determining applicable percentages for resident hiring, enforcement strategies are set forth below.

During the post award or pre-bid conference, the objective shall be to impact critical Section 3 information to the contractor prior to commencement of the work/project. The following contract requirements shall be discussed in detail: (Non-construction contracts does not require Davis-Bacon)

Davis-Bacon
 Minority and Women Owned Business Participation
 Resident Hiring Professional

Each representative will define specific functional requirements and require the contractor to certify its understanding of the terms and conditions of the contract as they pertain to Davis-Bacon, resident hiring and Minority and Women Owned Business participation.

4. Monitoring and Enforcement Authority and Responsibility

The function of monitoring and enforcing resident hiring will be carried out by the Resident Services department, including all field activities.

DEFINITION:

For participation in the Resident Hiring effort, a resident is defined as anyone who is residing in Chesapeake Redevelopment and Housing Authority public housing developments, Section 8 residents and individuals residing within the City of Chesapeake who can be classified as low-and very-low income.

Exhibit 4**INSTRUCTIONS FOR COMPLETING THE SECTION 3 OPPORTUNITIES PLAN
(SERVICE & PROFESSIONAL CONTRACTS)**

The purpose of Section 3 is to ensure that jobs and economic opportunities generated by HUD financial assistance for housing and community development programs shall be directed to low and very low income persons, particularly those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low and very low income persons.

The Section 3 Opportunities Plan is to be completed for service and professional contracts. There are four (4) ways in which Section 3 can be fulfilled. They are listed in order of preference:

- 1) Subcontract or joint venture with a resident owned business. The business must be 51% or more owned by CRHA public housing residents, or subcontract/joint venture with a business that employs full-time, 30% or more CRHA residents or low and very-income individuals within the City of Chesapeake, or
- 2) Direct hiring of CRHA's public housing residents and/or low and very low-income neighborhood residents based on the Resident Hiring Scale, or
- 3) Incur the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth. Such training shall be determined after consultation with the Resident Services Department.
- 4) Contribute to CRHA Resident Services Job Readiness Training Fund to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Resident Hiring Scale.

If a prime contractor is unable to satisfy CRHA resident hiring requirements per the above, the requirements may be satisfied through any subcontractors that may be involved in the project.

In paragraph number one (1), if the (sub)contractor has identified a resident owned business or a business which employs 30% or more CRHA Public Housing or Neighborhood residents, this paragraph is to be completed by indicating the number of resident owned businesses that will be used on the contract/spec number shown at the end of the paragraph.

If the (sub)contractor plans to hire CRHA Public Housing or Neighborhood residents to work for its company, paragraph two (2) must be completed with the contract/spec number and the percentage of compliance in hiring the resident(s). For example, if your contract amount is \$100,000.00, the Section 3 dollar amount that must be expended is 10% of your labor dollars or \$10,000.00. If the whole dollar amount is to be expended on the resident's salary, then 100% is to be inserted on the percent line. If a percentage amount less than 100% will be expended on the resident's

salary, that amount must be inserted on the line and the remaining percentage must be expended through subcontracting/joint venturing with a resident owned business or a business that employs 30% or more residents, or placed CRHA Resident Services Job Readiness Training Fund. In which case, the corresponding paragraph must be completed.

If the (sub)contractor has exhausted the first two (2) options, then the full amount of the contractor's Section 3 obligations will be placed into CRHA Resident Services Job Readiness Training Fund, in which case paragraph three (3) must be completed and paragraphs one (1) and two (2) will contain zeroes in the percentage lines.

The second portion of the Section 3 Opportunities Plan begins with the specification or request for proposal title and number.

The third section is to be completed by listing current staff to be used to complete the work bid upon.

- (1) List the job titles,
- (2) Complete the Needed column if additional staff will be required to fulfill the classification,
- (3) In the Total column, list the total number of staff plus the number needed,
- (4) In the CRHA and LIAR columns, list the number of current staff who are residents of CRHA public housing, or who are low or very low income neighborhood residents,
- (5) In the To Be Filled column, list the number of positions that fit into the low and very low-income CRHA public housing residents and low and very low income Area Residents (LIAR) who will be hired.
- (6) In the Hiring Goal column, list the number of CRHA Public Housing residents or low and very low-income neighborhood residents you intend to hire.

The final section is to be completed after the contract has been awarded; interviews have taken place and residents have been hired. The completed Section 3 Opportunities Plan must be submitted to the Resident Services Department.

Chesapeake Redevelopment and Housing Authority public housing and neighborhood residents are screened and skills assessed by the Resident Services department. Each contractor is required to attend a pre-construction conference with the Procurement/Contract Compliance Department where contractual obligations will be explained, the contractor's Section 3 dollar amount will be determined, and the contractor's hiring goals will be discussed. The Resident Services Department will refer qualified residents to be interviewed by the contractor.

The Section 3 Opportunities Plan that is submitted with the RFQ/RFP/IFB and the final copy that is submitted to the Resident Services Department and Procurement/Contract Compliance Department must be signed and include the title of person executing the plan.

Exhibit 4

III. Resident List Section 3 Resident Employee Information (Jobs to be filled)			
Job Title	LISPHAR OR LIAR NAME	ADDRESS	SOCIAL SECURITY NUMBER

LISPHAR = Low and Very Low Income Chesapeake Redevelopment and Housing Authority Resident
 LIAR = Low and Very Low Income Area Resident

Please check the Option(s) that describe your contracting efforts:

- Option 1: Subcontract with Section 3 Business(es) – 25%
- Option 2: Hire Section 3 residents/participants – 25%
- Option 3: I have a training program in place and am willing to train CRHA residents – 25%
- Option 4: Contribute to the CRHA Resident Services Job Readiness Training fund for resident training – 25%

In the event I am awarded the contract, I have the option to submit my check in the compliance amount of the start of contract date, or allow CRHA to deduct payment from my draw requests. (Compliance amount is based upon the labor dollars of the contract award.)

You may comply by choosing one or all options. Remember your compliance must be equal to 100% as noted on page 1, paragraph three (3), or any remaining percentages will be deducted from payouts and placed in the CRHA Resident Services Job Readiness Training fund account.

The failure of the contractor to comply with the above-approved plan shall be a material breach of the contract.

Contractor's Signature and Title: _____

Date: _____

Exhibit 4

NAME OF PRIME CONTRACTOR: _____

TITLE OF RFP OR SPEC: _____

SPEC. # OR RFP # OR PURCHASE ORDER#: _____

CONTRACT #: _____

RESIDENT SERVICES DEPARTMENT PROCUREMENT/CONTRACT COMPLIANCE
DEPARTMENT

WARNING: THIS DOCUMENT IS REQUIRED FOR ALL CONSTRUCTION OR LABOR RELATED PROCUREMENTS.

Employment and Training of the Chesapeake Redevelopment and Housing Authority Public Housing Residents and Low and Very Low Income Area Residents.

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.38 implementing Section 3 requirements. The contractor hereby submits this Schedule D as its Section 3 Opportunities Plan.

The Contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in this Section D on a quarterly basis throughout the contract period. The quarterly status report shall be submitted no later than 10 days after the end of each calendar quarter of the contract (e.g., April 10 for calendar quarter January 1 to March 31). The status report shall be in at least the same level of detail as the approved Schedule D. For any goal not met, the report shall identify any other economic opportunities, which the contractor has provided, or intend to provide to CRHA and neighborhood residents.

The failure of the Contractor to comply with the approved plan shall be a material breach of the contract.

Each Bidder/Proposer for a construction or labor related contract must complete this Schedule D and submit all relevant information required herein. A prime contractor, through its' subcontractors may satisfy the CRHA Resident Hiring Requirements. Please complete the Skill Needs Table in Section 1 of Section 3 Opportunities Plan in the following columns.

- 1) Indicate each category of employment for all phase of this contract;
- 2) The number of positions which will be needed in each category;
- 3) How many of those positions are currently filled;
 - (a) The number filled by neighborhood residents, excluding CRHA and Chesapeake residents;
 - (b) The number filled by CRHA Public Housing residents;
 - (c) How many positions need to be filled.

- 4) Indicate your goal for the number of positions you intend to fill with:
- (a) Section 3 Residents
 - (b) Low and Very low income area residents.

NOTE: The minimum of trainees is that which can reasonably be utilized in each occupation, and no less than the number established by the U.S. Secretary of Labor for construction and non-construction labor related occupations. The contractor shall fill all vacant positions with low-income persons (earning less than 80% of the median income in the City of Chesapeake and these positions shall not be filled immediately prior to undertaking work in order to circumvent regulations as set forth at 24 C.F.R. Part 135 et seq: as amended.

II. SECTION 3 BUSINESSES SUBCONTRACTING OPPORTUNITIES

In a one (1) page letter on your company's letterhead:

- 1) Indicate the goals, expressed in terms of percentage of planning subcontracting dollars, for the use of Section 3 business concerns as subcontractors.
- 2) A statement of the total dollar amount to be subcontracted, total dollar amount to be subcontracted to Section 3 business concerns for building trades, and total dollar amount to be subcontracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization and redevelopment).
- 3) A description of the method used to develop the goals above and the efforts to be undertaken by the Contractor to meet those goals.

Acknowledged by:

(President or Authorized Officer)

Date: _____