



**REQUEST FOR PROPOSALS (RFP)
No. 2024-002P**

Property Management Services

**REQUEST FOR PROPOSALS (RFP) No. 2024-002P, Property Management Services
Danville Redevelopment and Housing Authority**

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INTRODUCTION

The Danville Redevelopment and Housing Authority (DRHA) is a public entity that was formed in 1941 to provide federally subsidized housing and housing assistance to low-income families, within the City of Danville, Virginia. The DRHA is headed by an Executive Director (ED) and is governed by a seven-person board of commissioners appointed by the City of Danville and is subject to the requirements of Title 24 of the Code of Federal Regulations (CFR) and the DRHA's procurement policy.

Currently the Danville Redevelopment and Housing Authority owns and manages a total of 563 units in 7 multi-family developments. This public housing accommodates approximately 1,600 residents. DRHA also administers approximately 1,600 Housing Choice Voucher units in Danville, Martinsville, and Pittsylvania and Henry Counties.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting bids from qualified, licensed, and insured contractors / firms to provide the above noted services to the Agency. All bids submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

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RFP INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Beverly Moudy.	Beverly Moudy Telephone: (434)792-5544 E-mail: bmoudy@drhava.com
HOW TO OBTAIN THE RFP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	1. Access ha.internationaleprocurement.com (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the eProcurement Marketplace, please call customer service, (866) 526-9266
PRE-PROPOSAL CONFERENCE CALL	Tuesday, April 16, 2024 3:00 PM EDT Teams Meeting ID: 275 958 181 432 Passcode: rj6wHt
QUESTION SUBMITTAL DEADLINE	Friday, April 19, 2024 3:00 PM EDT
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	1. As directed within Section 3.2.1 of the RFP document, submit proposed pricing, where provided for within the eProcurement Marketplace. 2. As instructed within Section 3.0 of this RFP Document, submit sealed 3 copies of your “hard copy” proposal to the Agency Administrative Office.
PROPOSAL SUBMITTAL RETURN & DEADLINE	Monday, April 29, 2024 3:00 PM EDT Administration Offices: Atten: Beverly Moudy 135 Jones Crossing Road Danville, VA 24541. (The proposed costs must be entered within the eProcurement Marketplace and the sealed “hard copy” proposal submittal must be received in-hand and time-stamped by the Agency by no later than 5:00 PM EDT on this date).

1.0 THE AGENCY’S RESERVATION OF RIGHTS. The Agency reserves the right to:

- 1.1 Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
- 1.2 Right to Not Award.** Not to award a contract pursuant to this RFP.
- 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.

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- 1.5 **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
 - 1.6 **Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
 - 1.7 **Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
 - 1.8 **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
 - 1.9 **Right to Prohibit.** At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the eProcurement Marketplace (hereinafter also “the Marketplace”) and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time-frame shall relieve the Agency, but not the prospective proposer, of any responsibility pertaining to such issue.
 - 1.10 **Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the RFP documents (and any other information pertaining to this RFP such as addenda). Accordingly, by submitting a response to this RFP the respondent thereby affirms that he/she obtained all information on the Marketplace. Any other group such as an association or a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the Marketplace.
- 2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Agency is seeking proposals from qualified, licensed, and insured entities to provide Property Management Services (“the Services”) that shall include, but are not limited to, the following:
- 2.1 **General Service Requirements.** (PLEASE NOTE: It is the responsibility of each proposer, but especially the eventual successful proposer, to, prior to the submittal deadline during the period of time this RFP is posted, to inform the Agency for its consideration of any of the following information that is, in their opinion, inaccurate or ineffective.)
 - 2.2 **Staffing of knowledgeable management and maintenance personnel for the property who are responsive to the physical needs of the property and provide a high level of service to the residents;**

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- 2.3 Staffing of knowledgeable management familiar with tax credit compliance (tax credit specialist certification preferred), Public Housing compliance (PHM certification preferred), Rental Assistance Demonstration (RAD) compliance and knowledge of HOME program compliance.
- 2.4 Marketing the property to eligible potential tenants so that a reasonably high occupancy percentage is achieved and maintained;
- 2.5 Continued lease-up of all housing units, including determining eligibility, timely certifying and re-certifying income and making tenant selections - including timely upload of 50058 forms to the U.S. Department of Housing and Urban Development (HUD's) PIH Information Center (PIC) database.
- 2.6 Screening tenants according to a Tenant Selection Policy adopted by the DRHA Board;
- 2.7 Qualifying tenants based on HUD and tax credit restrictions so that no units are found to be not in compliance;
- 2.8 Rent determinations and re-certifications for public housing tenants;
- 2.9 Bill and collect rents and other receipts;
- 2.10 Enforce resident leases and take appropriate legal action;
- 2.11 Keeping property and tenant files in suitable condition for review by investors, HUD, and tax credit compliance agencies;
- 2.12 Conduct regular visits to each unit. Two visits the first year and annually thereafter;
- 2.13 Perform and/or oversee the emergency, daily/regular and preventative maintenance for the buildings, grounds and units to ensure each development is well-maintained;
- 2.14 Perform and oversee the daily operations of the project, including the maintenance of a system of records, books and accounts using the accrual method of accounting;
- 2.15 Provide accurate and timely monthly reports, year-end financial statements, audit drafts and tax returns by January 30th;
- 2.16 Preparing and presenting to DRHA and investors annual budgets for the operation of the property and detailed performance reports on a monthly, quarterly and annual basis. Each development must have separate accounting and reporting;
- 2.17 Meets with the owner's representative, and in conjunction with the owners, develop an accurate budget 90- days prior to year-end;
- 2.18 Providing software and technical systems to fulfill the duties of a property manager;
- 2.19 Pay the debt services, utilities and taxes on the developments in a timely manner;
- 2.20 Daily management, maintenance and operation of the above listed properties;

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- 2.21 Providing ongoing training and support to on-site personnel;
- 2.22 Hire and train staff, whenever possible, from the neighborhoods served;
- 2.23 Maintaining compliance with all Virginia Housing Finance Agency Qualified Allocation Plan property management-related Policy Statements;
- 2.24 Additional program compliance that needs to be performed is as follows: any requirements for LIHTC low-income housing tax credit, (a dollar-for-dollar tax credit for affordable housing investments); Multi-family - is a classification of multiple separate housing units with different forms of subsidy (Sec 8, PH, etc.); Public Housing - Housing provided by a PHA subsidized by public funds (HUD); Layered Funding - A project with multiple forms of subsidy (i.e. HOME funds, HCVP, LIPH, Market rate, etc.)
- 2.25 Comply with the requirements as noted in Property Management Sample Agreement - Appendix A of this RFP;
- 2.26 Obtaining and evaluating proposals and bids to provide maintenance and other services and procuring subcontractors as needed to comply with all requirements as noted in Property Management Sample Agreement Appendix A.
- 2.27 Site staff and other operating expenses (except security and resident engagement services) shall be paid by the rental revenue of the property and shall not be a direct expense of the company providing property management. The list above is not intended to be comprehensive but a general guide for the scope of the duties sought from the property management company.
- 2.28 The Property Manager will be responsible for generating an Occupancy Summary report for each development by the first working day after the end of each calendar month for the preceding month. The Property Manager will also be responsible for generating a Monthly Operating Report for each development on or by the 15th day after the end of each calendar month, including, but not limited to:
 - 2.28.1 An Operating Report Reflecting Budget Comparisons w/ Actual Operating Expenses and Receipts
 - 2.28.2 Summary of Account Balances for all Operating, Deposit, Escrow and Reserve Accounts
 - 2.28.3 Income Statement
 - 2.28.4 Balance Sheet
 - 2.28.5 Rent Roll
 - 2.28.6 Bank Reconciliation
 - 2.28.7 Receivable Ledger / Trial Balance / Aging Report
 - 2.28.8 Itemized Statement of Receipts and Disbursements
 - 2.28.9 Itemized Statement of All Accounts Receivable
 - 2.28.10 Payable Ledger / Trial Balance / Aging Report
 - 2.28.11 Security Deposit Activity
 - 2.28.12 Additional Information as required.

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- 2.29 DRHA is requesting that each offeror submit samples of the aforementioned reports in their response.
- 2.30 The Property Manager will be responsible for generating a quarterly report for each development on or by the 15th day after the end of each calendar quarter, including, but not limited to:
- 2.3.1 Balance Sheet
 - 2.3.1 Income Statement with Actual vs Budget Comparison
 - 2.3.1 Copies of Cancelled Checks and Any Statement/Invoice for Real Estate Taxes and Insurance
 - 2.3.1 Premiums Paid during the quarter
 - 2.3.1 Copies of Cancelled Check (s) and Invoice for any payment of \$5,000 or more
 - 2.3.1 Reconciled bank statements for all accounts
 - 2.3.1 Additional information as required.
- 2.4 After the preliminary selection of a company from this Request for Proposal, DRHA will enter negotiations with that company to complete a Management Services Agreement (the “Management Agreement”), further stipulating the specific duties of the property manager. That document is required by HUD to contain certain definitions and clauses that are important for any company proposing to manage the property to fully understand prior to submitting a proposal. The HUD required terms and conditions in the Management Agreement are attached to this Request as Appendix A.
- 2.5 DRHA does not intend for the property management company to be a party to the financing of the property or to provide guarantees for the financial performance of the property. As part of the negotiation of the Management Agreement, the company and DRHA will specifically designate the area of grounds that are to be maintained by the company. The maintenance of all designated areas will be an expense of the property and not a direct expense of the management company. Respondent should propose a fee structure consistent with the HUD Safe Harbor practices for mixed-finance properties. This document is attached (Appendix B).
- 2.6 Fees may be proposed on a percentage of effective gross income (“EGI”) or on a per-unit-month (“PUM”) basis. If the respondent chooses to propose a fee based on EGI, it may assume the public housing units have rent that is the equivalent of the tax credit units.
- 2.7 Prior to the commencement of leasing, the selected company will be required to participate in planning sessions, author marketing and management reports, and provide details about their operational history in support of applications for financing. No compensation will be provided for these tasks.
- 2.8 Requirements of the Property Management Company/Property Manager
- 2.8.1 The Property Manager will be a Specialist in Housing Credit Management (SHCM) or Housing Credit Certified Professional (HCCP) or Blended Occupancy Management Certification, LIHTC Management Certification and a certified Public Housing Manager (PHM) or able to obtain these certifications within 6

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- months of contract commencement. Housing Multifamily Specialist (MHS) certification is preferred.
- 2.8.2 The Property Management Company will perform its services in full compliance with applicable Federal, State and local government regulations and also with the terms and conditions of the attached Property Management Sample Agreement (Appendix A). All units will be subject to Public Housing and LIHTC rules and regulations, as well as the policies and procedures in DRHA's management plan.
- 2.8.3 The Property Management Company should provide information on the software program(s) for which they are licensed and have in use at other currently managed developments. The Property Management Company should provide any experience that they have using Yardi Voyager.
- 2.8.4 All proposals must conform to the requirements and specifications outlined in this solicitation and any attachments. Final selection of a professional property management company is subject to the approval of the DRHA Board of Commissioners, and the U.S. Department of Housing and Urban Development.
- 2.9 Previous/Current Contractor. The Agency's most recent contractor for these services is Excel Property Management in Danville, VA.

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3 Evaluation Criteria

3.1 DRHA will enter into negotiations for a Management Agreement with the company with the most responsive proposal that best meets the needs of DRHA. Proposals will be reviewed by the DRHA for submission requirements. Proposals will then be scored by an evaluation team selected by DRHA and using the weights and criteria described below and on the Scoring Evaluation Plan found later in this RFP. Proposals not meeting the submission requirements set forth in this RFP may be determined as non-responsive.

3.2 Responsive proposals will be evaluated based on the following:

3.2.1 Experience - The chief criteria will be evidence of the proposing company's actual experience in marketing and managing affordable and mixed-income housing. The ideal company would have substantial experience in the local market managing tax credit and HUD-supported properties with 50 units or more. Resumes of key personnel should be included with the submission. The company should have the demonstrated ability to provide excellent physical care of properties, attract and retain high quality tenants, provide service and amenities that distinguish their properties and have no compliance issues. The Property Management company should have experience in established financial management systems and tenant database capability and experience in administering the delivery of resident social supportive services.

3.2.2 Capacity - A qualified company will demonstrate evidence of their ability to dedicate regional staff to the property and to attract and retain site-specific staff. The company must also demonstrate its capacity to perform over a period of 15 years or more and the financial stability needed for long-term success.

3.2.3 Supporting Materials - The Company may provide materials that it deems useful in further helping to determine its qualifications, including a profile of projects of similar type that have been successfully marketed to the target audience. Additionally, the Offeror shall submit a proposed Estimate of Certain Annual Operating Expenses (Attachment A).

3.2.4 Fee - The reasonableness of the proposed fee to the Authority for providing the required services.

3.2.5 To promote fair and equal treatment of all proposals, each evaluation factor carries a relative weight. The weight of each evaluation criteria listed above is defined in the Evaluation Criteria section of this RFP document. Interviews and site visits will be required of respondents deemed to have a competitive proposal.

3.3 Vendor Disclosures

3.3.1 Vendor must provide disclosure of any pending or threatened court actions and/or claims against the Vendor. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal.

3.4 Conflict of Interest

3.4.1 No vendor will promise or give to any DRHA employee anything of value that could influence that employee in their decision on awarding contracts. No

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vendor will try to influence an employee of DRHA to violate any procurement policies of the agency, the Virginia Code, or Federal Procurement Regulations.

3.5 Subcontractors

3.5.1 The successful Offeror(s) shall not contract with any proposed subcontractor who has not been accepted by DRHA. The successful Offeror(s) shall notify DRHA in writing the name of each proposed subcontractor. The acceptance or any objection shall be expressed in writing by DRHA within ten (10) working days after the receipt of said request. DRHA may, without claim for extra cost by the successful Offeror(s), may disapprove any subcontractor for cause on the basis of its own determination or, because the proposed subcontractor is listed as ineligible to receive awards of contracts for the United States on a current list or lists furnished by HUD.

3.6 Hiring and Subcontracting Strategies and Practices

3.6.1 With the submission of this proposal, the Offeror shall be required to provide a Subcontracting Plan, which will be in line with DRHA's desired commitment to 35% of all contracts to be awarded to Minority Business Enterprises (MBE). Also describe the strategy for minority participation in the organization in terms of hiring staff. Provide information on the number and percentage of minority employees in supervisory and non-supervisory staff positions.

3.7 Safety Precautions

3.7.1 The Property Management Company shall practice acceptable safety precautions so as not to cause harm to any persons or property while performing services under this RFP or any resulting contract. The Management Company shall also follow industry safety standards and use only industry approved safety equipment in accordance with the manufacturer's specification in the performance of all duties.

3.8 Minimum Wage

3.8.1 The Property Management Company shall pay all of its employees at least the legal minimum wage as determined by the United States Department of Labor.

3.9 AFFH Compliance

3.9.1 The parties agree to affirmatively further fair housing. For purposes of the AFFH rule, the duty to "affirmatively further fair housing" means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.

3.10 Applicable Statutes, Regulations and Orders

3.10.1 Offeror(s) shall comply with all statutes, rules, regulations, and executive orders affecting procurements by Housing Authorities, including Copeland "Anti-Kickback" Act (18 USC 874), Fair Labor Standards Act (29 USC 201 et Seq.), etc. A full list may be obtained from the Procurement Department.

3.11 Vendor Examination of the RFP

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3.11.1 Vendors are expected to be familiar with the entire RFP. The vendor is expected to respond to the RFP in a manner that makes it clear they understand and have responded to all sections of the RFP. If a vendor discovers any mistakes or omissions in the RFP they must notify DRHA's Contact Person in writing. Clarifications and corrections will be sent to all vendors who have registered with the agency for the RFP.

3.12 Changes to RFP

3.12.1 DRHA may make changes to this RFP by addendum and shall be posted on the e-procurement marketplace website.

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4 PROPOSAL FORMAT

Tabbed Proposal Submittal. The Agency intends to retain the Contractor pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that the Agency will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 3]

(1) RFP Section	(2) Tab No.	(3) Description
4.1.1	1	Form of Proposal. This Form is attached hereto as Attachment A to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
4.1.2	2	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
4.1.3	3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.
4.1.4	4	Proposed Services. As more fully detailed within Section 2.0, <i>Scope of Proposal/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing.
4.1.4.1	5	As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer’s TECHNICAL CAPABILITIES AND APPROACH to performing the services outlined in Section 2.0, <i>Scope of Work/Technical Specifications</i> , including the availability of staff with professional qualifications and technical abilities based on the Agency review of the detailed professional resumes for persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> and any other staff that will be performing services as the result of award of this RFP.

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4.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the RESULTS of the proposer’s PEER REVIEW and the EXTERNAL QUALITY REVIEWS that the proposer may submit (NOTE: The Agency will place particular emphasis on the submitted Reviews associated with HUD-related work).
4.1.4.3	6	As detailed within Section 4.1, Evaluation Factor No. 4, the proposer’s DEMONSTRATED RELEVANT EXPERIENCE in performing the same or similar services, including (and very importantly) the proposer’s experience with low-income housing.
4.1.4.4	7	If appropriate, how staff are retained, screened, trained and monitored.
4.1.4.5		The proposed quality assurance program.
4.1.4.6	8	An explanation and copies of forms that will be used and reports that will be submitted and the method of submission of such reports (i.e., written; Internet; etc.).
4.1.4.7	9	A complete description of the products and services the firms provides.
4.1.4.8		Proposed Engagement Letter. The proposer may (i.e., not required) submit hereunder a copy of his/her proposed Engagement Letter. NOTE: Be aware that the Agency will not execute an Engagement Letter in lieu of executing the Sample Contract attached hereto at Attachment G (the Sample Contract IS the contract form that the Agency and the successful proposer will eventually execute); however, the Agency does recognize that the Engagement Letter can/may contain important contract performance information that can/may be in the best interests of the Agency to include as a part of the contract. Accordingly, the Agency reserves the right to include such Engagement Letter as an appendix to the contract after potential Agency-required revisions to the proposed Engagement Letter have been completed, especially revisions to clauses that may conflict with the Agency Sample Contract form.
4.1.5	10	Managerial Capacity/Financial Viability/Staffing Plan. The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the proposer’s qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart).
4.1.6	11	Client Information. The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:

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4.1.6.1		The client's name;
3.1.6.2		The client's contact name;
4.1.6.3		The client's telephone number and email address;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided.
4.1.7	12	Equal Employment Opportunity/Supplier Diversity. The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses).
4.1.8	13	Subcontractor/Joint Venture Information (Optional Item). The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
4.1.9	14	Other Information (Optional Item). The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
4.1.10		Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <u>DO NOT</u> eliminate any of the tabs.
4.1.11		Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e., "spiral-type" etc.) or remove the pages from the cover (i.e., 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.

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- 4.2 **Entry of Proposed Fees.** The proposed fees shall be submitted by the proposer and received by the Agency, where provided for within the eProcurement Marketplace only. Do not submit, enter, or refer to any fees or costs within the 9-tab “hard copy” proposal submittal detailed within the preceding Section 3.0 herein—any proposer that does so may, at the Agency’s discretion, be rejected without further consideration. Further, there is not a charge by the Marketplace to the proposers for entering any of these costs on-line.
- 4.3 **Pricing Items.** The proposed fees (Pricing Items) shall be submitted by the proposer and received by the Agency where provided within the eProcurement Marketplace only. Do not submit, enter or refer to any fees or costs within the 10-tab “hard copy” proposal submittal detailed within Section 3.0—any proposer that does so may be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful proposer will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically otherwise agreed to by the Agency; etc.

[Table No. 4]

(1) RFP Section	(2) Pricing Item No.	(3) Qty	(4) U/M	(5) Description
3.2.1.1	1	1	Each	Firm-fixed Fee for Property Management Services.
3.2.1.6	6	40	Hours	Additional Consulting (Per Hour), including clerical, for work not already required herein that the Agency may require the successful proposer to provide at any time during the ensuing contract periods.
3.2.1.7	Lump-sum Cost Breakdown. The Agency may, and most likely will, require the Contractor to, after contract execution, breakdown each of the monthly fees into a proportional fee for each of the Agency’s programs detailed within the preceding Section 2.0 herein. This breakdown shall be based on the Contractor’s actual level of effort and expense for each such program and a detailed list of such shall be submitted to the Agency justifying the Contractor’s figures.			

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4.4 Additional Information Pertaining to the Pricing Items.

4.3.1 Quantities. All quantities entered by the Agency herein (especially within the immediate-preceding Table No. 4 herein) and within the corresponding Pricing Items listed within the eProcurement Marketplace, are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract will be a Requirements Contract, in that the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful proposer), on a task order basis, any quantity of services the Agency requires.

4.3.2 IMPORTANT NOTICE!!! Entry of Proposed Fees. Except as may be provided for herein otherwise, proposers must submit, where provided within the eProcurement Marketplace, a realistic cost for each and every Pricing Item detailed within the preceding Table No. 4. The eProcurement Marketplace will automatically perform all required calculations.

4.3.2.1 Realistic Cost for each Pricing Item. Each proposer is strongly encouraged to enter where provided within the eProcurement Marketplace a realistic cost for each Pricing Item, especially the hourly fees required. For example, if the successful proposer enters \$1.00 per hour for the hourly fee Pricing Item (proposers typically do so in an effort to improve their position in regards to Evaluation Factor No. 1, as detailed within the following Table No. 6 herein), then the \$1.00 per hour is what the successful proposer will charge the Agency for any work that the Agency may retain the successful proposer to provide if the Agency deems such retention is in the Agency's best interests to do so. Accordingly, it is the Agency's opinion that it is very much in the best interests of the proposer to propose a realistic fee for each Pricing Item. If, despite this warning, the successful proposer proposes a fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful proposer to, at contract execution, present a cash bond in a suitable amount (i.e., \$3,000.00), which the Agency will hold during the term of the ensuing contract period to ensure that the successful proposer will fulfill his/her obligation in this matter.

4.3.2.2 Review the Entry of Proposed Fees. After a proposer has entered where provided for within the eProcurement Marketplace his/her proposed unit costs for the Pricing Items, the Marketplace will automatically multiply the proposed unit costs by the listed quantities. The Agency strongly recommends that each proposer, after entry of these proposed fees within the eProcurement Marketplace, print the receipt provided and review the entry to ensure that the proposer has entered the proposed fees correctly (the Marketplace will allow the proposer

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to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry. If the proposer wishes to do so). The proposer will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to assign the points pertaining to Evaluation Factor No. 1 detailed within the following Table No. 6 herein.

- 4.4.1 **Price Escalation.** Pertaining to the ensuing contract, there shall be no escalation of the proposed unit costs allowed at any time during the awarded contract except as already provided for within the preceding Table No. 4 herein (i.e., the Agency is allowing the proposer to enter an escalating cost for the 5 applicable FYs of work).
- 4.4.2 **Prior Agency Approval Required.** Please note that the successful proposer shall NOT conduct any additional work without the prior written authorization of the Agency representative (which will occur, at the Agency’s discretion, via delivery of a Task Order, which may take the form of an e-mail). Failure to abide by this directive shall release the Agency of any obligation to pay the successful proposer for any work conducted without the noted prior written authorization.
- 4.4.3 **No Deposit/No Retainer.** The Agency will NOT pay any retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful proposer for actual work performed only. Pertaining to the hourly fee Pricing Item, the Contractor will be required to submit a full back-up detail of all hours worked, listed by no less than the “15-minute” standard.
- 4.4.4 **Proposal Submission.** All pricing must be entered where provided within the Marketplace and all “hard-copy” proposals must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked “ORIGINAL”) and 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the “hard copy” proposal submittal, shall be placed unfolded in a sealed package and addressed to:
- Danville Redevelopment and Housing Authority
Attention: Beverly Moudy, Procurement Assistant
135 Jones Crossing Road
Danville, VA 24541
- 4.4.5 **Labeling the Sealed Proposal Package.** The package exterior must clearly denote the above noted RFP number and must have the proposer’s name and return address. Proposals received after the published deadline will not be accepted.
- 4.4.6 **Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers

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are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By accessing the eProcurement Marketplace, registering, and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

4.4.7 Submission Responsibilities. It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the RFP document, the documents listed within the following Section 3.8 herein, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the ED to exclude any of the Agency requirements contained within the documents may cause that proposer to not be considered for award.

4.5 Proposer's Responsibilities – Contact with the Agency. It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the ED only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the Agency to not consider a proposal submittal received from any proposer who may not have abided by this directive.

4.5.1 Addenda. All questions and requests for information must be addressed in writing to the ED. The ED will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the ED will NOT conduct any *ex parte* (a substantive conversation—“substantive” meaning, when decisions pertaining to the RFP are made—between the Agency and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the ED—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the ED may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the ED may more fairly respond to all prospective proposers in writing by addendum.

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4.6 Proposer's Responsibilities – Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

4.6.1 Within 2 CFR §200.321 it states:

4.6.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

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

4.6.1.3 (2) Affirmative steps must include:

4.6.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

4.6.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

4.6.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

4.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

4.6.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

4.6.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

4.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

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4.6.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the [Agency] shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [Agency] contracting.

4.6.2.2 Section 15.5.B, Goals. [The Agency] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

4.6.3 Within our **Agency Procurement Policy** it states that our Agency will:

4.6.3.1 Assistance to Small and Other Business, Required Efforts:

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

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

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

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

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

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

4.6.4 Requirements. Accordingly, please see Section 3.1.7 within Table No. 4 herein which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

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4.7 **Recap of Attachments.** It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

[Table No. 5]

(1) RFP Section	(2) Document No.	(3) Attachment	(4) Description
3.8.1	1.0		This RFP Document
3.8.2	2.0	A	Form of Proposal
3.8.3	3.0	B	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.8.4	4.0	C	Profile of Firm Form
3.8.6	6.0	L	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.8.7	7.0	M	<i>Supplemental Instructions To Proposers & Contractors (SIPC)</i>
3.8.8	8.0	N	Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so)
3.8.8.1	8.1	N-1	Sample Contract Appendix No. 1: form HUD-5370-C (01/2014), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
3.8.8.2	8.2	N-2	Sample Contract Appendix No. 2: form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
3.8.8.3	8.3	N-3	Sample Contract Appendix No. 3: Standard Form LLL (Rev. 7-97), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
3.8.9	9.0	O	<i>Agency Profile of Properties</i>
3.8.10	10.0	P	<i>Basic Financial Statements Year Ended December 31, 2023</i>

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5.0 PROPOSAL EVALUATION

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

[Table No. 6]

(1)	(2)	(3)	(4)
Factor No.	Max Point Value	Factor Type	Factor Description
1	30 points	Objective	Demonstrated Quality of Performance and Past Record of Professional Experience in Property Management - Undertaking assignments similar to those described in the Scope of Services. Experience and reliability of the respondent's firm, and information that documents housing complex experience with 50 or more units, and experience with Public Housing/Low Income Tax Credit and experience in the State of Virginia, will strongly be considered. The experience should include experience in established Financial Management Systems and Tenant Database capability; and experience in administrating the delivery of resident and social supportive services.
2	25 points	Subjective (Technical)	Managerial Capacity & Qualifications - Required licenses, staff qualifications and experience.
3	25 points	Subjective (Technical)	Operational Systems and Procedures - Provide sample reports, description of maintenance procedures, emergency procedures and accounting/internal controls.
4	15 points	Subjective (Technical)	Proposed Fees and Estimated Operating Expenses - Appropriateness of cost to scope of work.
5	5 points	Subjective (Technical)	The OVERALL QUALITY, ORGANIZATION, and PROFESSIONAL APPEARANCE of the PROPOSAL SUBMITTED, based upon the opinion of the evaluators.
	100		Total Points

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- 5.1.1 **Evaluation Method.** The eventual award will occur based on the following detailed brief procedures.
- 5.1.2 **Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements). NOTE: Please reference Section 3.1 herein.
- 5.1.3 **Evaluation Packet.** An evaluation packet will be prepared for each evaluator, typically including the following documents:
- 5.1.3.1 Instructions to Evaluators;
 - 5.1.3.2 Proposal Tabulation Form;
 - 5.1.3.3 Written Narrative Form for each proposer;
 - 5.1.3.4 Recap of each proposer’s responsiveness;
 - 5.1.3.5 Copy of all pertinent RFP documents
- 5.1.4 **Evaluation Committee.** The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. **PLEASE NOTE:** No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she **SHALL NOT** make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.4 of this document, the designated CO is the only person at the Agency that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- 5.1.5 **Evaluation.** The CO will evaluate and award points pertaining to Evaluation Factors No. 1 and No. 7 (the “Objective” Factor). The appointed evaluation committee, independent of the CO or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2 through No. 6 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.
- 5.1.6 **Points Awarded Range.** Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFP are shaded—please also see the Evaluation Factors detailed within the preceding Section 4.1):

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[Table No. 7]

Classification*	Points Awarded Range					
	Rating	%	10	20	30	100**
Acceptable	Excellent	95%/+	10	19-20	29-30	95-100
Acceptable	Very Good	90%/+	9	18	27-28	90-94
Potentially Acceptable	Good	80%/+	8	16-17	24-26	80-89
Potentially Acceptable	Average	70%/+	7	14-15	21-23	70-79
Unacceptable	Poor	<70%	0-6	0-13	0-20	0-69
*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.						
**Total available points to be awarded, including cost points, minus preference points.						

- 5.1.7 **Potential "Competitive Range" or "Best and Finals" Negotiations.** The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the Agency in as timely a manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.
- 5.1.8 **Determination of Top-ranked Proposer.** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the ED to determine the final rankings. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the Agency's option, be conducted prior to or after the BOC approval.
- 5.1.8.1 **Minimum Evaluation Results.** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 115 total possible points detailed within Section 4.1 herein).
- 5.1.8.2 **Ties.** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- 5.1.9 **Notice of Results of Evaluation.** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:
- 5.1.9.1 Which proposer received the award;
- 5.1.9.2 Where each proposer placed in the process as a result of the evaluation of the proposals received;
- 5.1.9.3 The cost or financial offers received from each proposer;
- 5.1.9.4 Each proposer's right to a debriefing and to protest.
- 5.1.10 **Restrictions.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a

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proposer entity will be excluded from participation on the Agency evaluation committee.

6 Contract Award

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

6.2 By completing, executing and submitting a proposal, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or on the Marketplace” including the contract clauses already attached as Attachments G and G-1 through G-3, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

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

6.3.1 **Contract Form.** The Agency will not execute a contract on the Contractor’s form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and G-1 through G-3, each attached hereto), and by submitting a proposal the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the RFP process (prior to the posted question deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency’s contract form. It is the responsibility of each prospective proposer to notify the Agency, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency’s response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

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

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

6.3.4 **Unauthorized Sub-contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling, or transferring the contract) without the prior written consent of the ED. Any purported assignment of interest or delegation of duty, without the prior written consent of the ED shall be void and may result in the cancellation of the contract with the Agency, or may

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result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the ED.

- 6.3.5 **Contract Period.** The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency’s discretion, of 4 additional one-year option periods, for a total maximum contract period of 5 years.
- 6.3.6 **Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the successful proposer will be required to provide:
- 6.3.7 **Workers Compensation Insurance.** An original certificate evidencing the proposer’s current industrial (worker’s compensation) insurance carrier and coverage amount;
- 6.3.8 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (i.e., “commercially reasonable,” meaning at least 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000);
- 6.3.9 **Professional Liability Insurance.** An original certificate showing the proposer’s professional liability and/or “errors and omissions” coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (i.e., “commercially reasonable,” meaning at least 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000);
- 6.3.10 **Automobile Insurance.** An original certificate showing the proposer’s automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
- 6.3.11 **City/County/State Business License.** If applicable, a copy of the proposer’s business license allowing that entity to provide such services within the City of Danville and/or the State of Virginia.
- 6.3.12 **Profile of Firm Form.** The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL—we will garner the necessary certificates from the Contractor prior to contract execution).

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- 6.3.13 Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer and shall occur as detailed within the preceding Section 4.2.5 herein. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The Agency shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e., top-rated first, then next-rated following until a successful negotiation is reached).
- 6.3.14 Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- 6.3.15 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 10 work days of notification by the Agency.

Index of Tables

[Table No. 8]

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RFP SECTION 3.8.2, DOCUMENT No. 2.0
Attachment A

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RFP SECTION 3.8.3, DOCUMENT No. 3.0
Attachment B

Certifications and Representations of Offerors Non-Construction Contract

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/offerors 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:

REQUEST FOR PROPOSALS (RFP) No. 2024-002P, Property Management Services
Danville Redevelopment and Housing Authority

RFP SECTION 3.8.4, DOCUMENT No. 4.0
Attachment C

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REQUEST FOR PROPOSALS (RFP) No. 2024-002P, Property Management Services
Danville Redevelopment and Housing Authority

RFP SECTION 3.8.6, DOCUMENT No. 6.0
Attachment L

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:]

REQUEST FOR PROPOSALS (RFP) No. 2024-002P, Property Management Services
Danville Redevelopment and Housing Authority

RFP SECTION 3.8.7, DOCUMENT No. 7.0
Attachment M

INVITATION FOR Proposal No. 2024-002P, Property Management Services

Supplemental Instructions to Bidders & Contractors (SIBC)

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1.0 GENERAL CONDITIONS.

Supplemental Instructions to Bidders & Contractors (SIBC)

- 1.1 **Applicability.** If referred to within the text of such, this SIBC shall be applicable to all construction-related Invitation for Bids (IFB) solicitations that Danville Redevelopment and Housing Authority (hereinafter, "the Agency") conducts and shall be applicable to any contract that the Agency awards to or signs with any firm, agency or individual pursuant to that IFB. A copy of this SIBC shall be made available to any actual or prospective bidder, or Contractor who does business with or intends to do business with the Agency.
- 1.1.1 **HUD Forms.** Unless otherwise specified within the IFB or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this SIBC, the provision in the IFB or contract document shall govern. Further, in the case of any attached HUD forms, most specifically: HUD-5369-A (11/92); HUD-5369 (10/2002); HUD-5370 (1/2014), the information within such HUD form(s) shall govern over any other information issued, especially any information issued within any Agency-created forms that are issued as a part of this solicitation.
- 1.2 **Definitions** (pertaining to all IFB documents issued by the Agency pertaining to this IFB, including the attachments and the ensuing contract):
- 1.2.1 **"Agency"** is Danville Redevelopment and Housing Authority. Unless otherwise defined herein or within the ensuing contract, whenever the term "the Agency" is used without clearly designating a responsible Agency staff person, the bidder(s) shall assume that responsibility for that item rests with the Procurement Administrator.
- 1.2.2 **"Bid"** and/or **"Bid Submittal"** is the "hard copy" document that the bidder is required to, as detailed within the IFB document, deliver to the Agency.
- 1.2.2 **"Contract"** refers to the fully executed written agreement that ensues from the IFB. Whereas all IFB documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within the IFB documents such is referring to both the IFB documents and the ensuing contract document.
- 1.2.3 **"Contracting Officer (CO)"** - When named within an IFB document shall refer to either the ED or the person he/she has delegated such responsibilities to.
- 1.2.4 **"Contractor"** and the term "successful bidder" may be used interchangeably.
- 1.2.5 **"Days"** unless otherwise directed, shall refer to calendar days.
- 1.2.6 **"ED"** is the Agency Executive Director.
- 1.2.7 **"Herein"** shall refer to all documents issued pursuant to the noted IFB, including the IFB documents and the attachments.

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Supplemental Instructions to Bidders & Contractors (SIBC)

- 1.2.8 "HUD" is the United States Department of Housing and Urban Development. HUD is the Federal agency that the Agency receives some funding from; however, pertaining to this IFB, correspondences, including bid submittals, received from each bidder must exhaust all provisions contained herein prior to contacting HUD (i.e., in the case of a protest).
- 1.2.9 "IFB Document(s)" - Whether stated in the singular or the plural, such refers to the body of documents, including attachments and the information posted on the eProcurement Marketplace, that the Agency makes available to all prospective bidders wherein is detailed the Agency's requirements.
- 1.2.10 "Invitation for Bids" (IFB) is the competitive bid process allowed by HUD, especially as defined within Chapter 6 of HUD Procurement Handbook 7460.8 REV 2.
- 1.2.11 "Offer" is the bid submittal referred to within the following Section 1.2.14 that the bidder delivers to the Agency in response to the IFB.
- 1.2.12 "Offeror" or "Offerors" are the bidders.
- 1.2.13 "Parties" - When "the parties," "both parties" and/or "either party" is stated within the IFB documents or the contract, such refers to the Agency and the successful bidder(s).
- 1.2.14 "Protestant" is a prospective or actual bidder who feels that he/she has been treated inequitably by the Agency and wishes the Agency to correct the inequitable condition or situation. To be eligible to file a protest with the Agency pertaining to an IFB or contract, the protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e., registered and received the IFB documents).
- 1.2.15 "Prospective Bidder" or "Bidder" - A prospective bidder is a firm or individual who has been notified of the IFB solicitation and/or who has requested and/or received the IFB documents and is considering responding with a bid; a bidder is a firm or individual who has submitted a bid in response to the IFB. All terms and conditions shall apply equally to all prospective and/or actual bidders, though prospective bidders may not, after the deadline set for receiving bids, receive further notices pertaining to that IFB—meaning, certain notices (such as the Notice of Results of Evaluation) are typically only delivered to actual bidders and not to all prospective bidders.
- 1.2.16 "Solicitation" or "Competitive Solicitation" is the IFB process detailed herein.

INVITATION FOR Proposal No. 2024-002P, Property Management Services

Supplemental Instructions to Bidders & Contractors (SIBC)

- 1.2.17 “Procurement Administrator” or “PA” The individual given permission by the Contracting Officer to manage, execute, and administer procurement throughout the PHA
- 1.2.18 “Director of Maintenance and Modernization” or “DMM” The individual given permission by the ED to execute quality standards and common practices throughout the execution of the contract and construction project(s)
- 1.2.19 “PHA” or “Public Housing Agency” - The political subdivision, also known as Danville Redevelopment and Housing Authority or DRHA.

2.0 CONDITIONS TO BID.

2.1 **Pre-Qualification of Bidders.** Prospective bidders will not be required to pre-qualify in order to submit a bid. However, all bidders will be required to submit adequate information showing that the bidder is qualified to perform the required work (i.e., Profile of Firm Form and required resumes). Failure by the prospective bidder to provide the requested information may, at the Agency’s discretion, eliminate that bidder from consideration, provided that all bidders were required to submit the same information as a part of the IFB process (in the case of a successful bidder(s), these requirements shall also apply in the context of the successful bidder or bidders).

2.2 IFB Forms, Documents, Specifications, and Drawings.

2.2.1 It shall be each prospective bidder’s responsibility to, prior to submitting a bid in response to the IFB, examine carefully, and as may be required, properly complete and submit all documents issued pursuant to this IFB.

2.2.2 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

2.2.3 The Agency shall reserve the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued; such notice shall be delivered in writing to each prospective and/or actual bidder. Such changes that are issued before the deadline for receipt of bids shall be binding upon all prospective bidders. Such changes that are issued after the receipt of bids, but prior to award shall be binding upon all parties that have submitted bids; however, such parties shall be allowed to reject such changes by, within 5 days of receipt of such written notice, withdrawing his/her bid. Such withdrawal must be delivered, in writing, to the Procurement Administrator within the 5-day deadline period.

2.3 Bid Preparation, Submission, and Receipt by the Agency.

Supplemental Instructions to Bidders & Contractors (SIBC)

- 2.3.1 Required Forms.** All required forms furnished by the Agency as a part of the IFB document issued shall, as instructed, be fully completed, and submitted, by the bidder. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the bidder must “edit” the form back to its original form (for example, signature lines must appear on the page the line was originally intended to be on).
- 2.3.1 Manner of Submission.** The bid submittal shall be submitted in the manner detailed within the IFB document. Failure to submit the bid in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that bid, and may, at the discretion of the PA, eliminate that bidder from consideration for award.
- 2.3.2 Time for Receiving Bids.** Bids received prior to the time set as the deadline for the receipt by the Agency of the bid submittal shall be securely kept, unopened, by the Agency. The PA, whose duty it is to open such bids, will decide when the specified time has arrived. No bid received after the designated deadline shall be considered, except as detailed Section 5 of form HUD-5369 (10/2002), *Late Submissions, Modifications and Withdrawal of Bids*, each form attached hereto.
- 2.3.3.1** Bidders are cautioned that any bid submittal that may be time-stamped as being received by the Agency after the exact time set as the deadline for the receiving of bids shall be returned unopened to the bidder. Any such bids inadvertently opened shall not be considered but shall be ruled to be invalid. No responsibility will attach to the Agency or any official or employee thereof, for the pre-opening of, or the failure to open a bid not properly addressed and identified.
- 2.3.4 Public Opening of Bids.** Pursuant to the IFB process, bids shall be publicly opened at the day and time published in the IFB documents. At the bid opening, only the name of the company and the pertinent cost information will be read aloud (for instance, in the case of bids with multiple line items in a number that it is not realistic to read all item, only the actual or calculated total may be read. The full determination of responsiveness (i.e., minimum compliance with the requirements of the IFB) and responsibility will be conducted by an Agency official in private after the public bid opening. Persons other than Agency staff involved in this process are not allowed to be present during the responsive and responsibility evaluations, nor may they inspect the bids until after award has been completed.
- 2.3.5 Withdrawal of Bids.** Bids may be withdrawn as detailed within Section 5 of form HUD-5369 (11/2002), *Late Submissions, Modifications and Withdrawal of Bids*, each form attached hereto. Negligence on the part of the bidder in preparing his/her bid confers no right of withdrawal or modification of his/her bid after such bid has been received and opened.

Supplemental Instructions to Bidders & Contractors (SIBC)

2.3.6 Conflicting Conditions. Any provisions detailed within any of the IFB documents which may be in conflict or inconsistent with any of the paragraphs in any of the other IFB documents, including attachments, shall be void to the extent of any such conflict or inconsistency. Further, as stated within Section 1.1.1 of this SIBC, unless otherwise specified within the IFB or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this SIBC, the provision in the IFB or contract document shall govern.

2.3.7 Interpretations. No official oral interpretation can be made to any bidder as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this IFB. Every request for an official interpretation shall be made by the prospective bidder, in writing, pursuant to the schedule set within the IFB document issued and as directed by the Agency. Official interpretations will be issued in the form of addenda, which will be delivered to each bidder; but it shall be the prospective bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the IFB documents and the proposed contract with the successful bidder and all bidders shall be bound by such addenda, whether or not received by the prospective or successful bidder(s).

2.4 Exceptions to Specifications.

2.4.1 A bidder may take exception to any of the bid documents, or any part of the information contained therein, by submitting, in writing to the PA, at least 10 days prior to the bid deadline, a complete and specific explanation as to what he/she is taking exception to. Proposed alternate documents or information must also be included. A response by the Agency will be issued in writing within 5 days of receipt of such exception request. The Agency reserves the right to agree with the prospective bidder and issue a revision to the applicable IFB requirements or may reject the prospective bidder's request.

2.4.2 When taking exception, prospective bidders must bid services that meet the requirements of the IFB documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-bid conference (if scheduled). All verbal instructions issued by the Agency officers not already listed within the IFB documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

2.5 Lump Sum Cost Breakdown (LSCB).

2.5.1 The Agency reserves the right to, at any time, request and receive from any or all bidders a LSCB of any or all the costs bid. The bid documents constitute an outline of the work to be completed by the bidder. These documents are intended to include all major items, and the lump sum cost breakdown computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the bidder in order to comply with the bid documents in their present form, whether or not

Supplemental Instructions to Bidders & Contractors (SIBC)

indicated in the approximate quantities or pertaining to the items of work as listed.

2.5.1.1 The purpose of this LSCB will serve the Agency in two distinct areas:

2.5.1.1.1 **Prior to award of Bids.** The Agency may request a LSCB for any or all items reflected within the IFB document as “lump sum” for the purpose of determining an unbalanced cost bid. The CO and or PA , using acceptable methods dictated by the industry, shall conduct the analysis.

2.5.1.1.2 **After Award.** The Agency may request a LSCB for any or all items reflected within the IFB document as “lump sum” for the purpose of making partial payments to the successful bidder.

2.5.1.1.3 **Increase/Decrease.** Under no circumstances, may any cost item reflected as “lump sum” be increased and/or decreased as a result of the LSCB analysis.

3.0 BID EVALUATION.

3.1 **Bid Opening Results.** It is understood by all bidders/prospective bidders that the bids received will be publicly opened and read aloud and the results will immediately be a matter of public record; meaning, the Agency will record all bids on a bid tabulation form and make such tabulation available to any person upon request.

3.1.1 **Bid documents** submitted by the bidders shall not be a matter of public record until after award has been completed. The Agency shall, however, upon request, verify that the bid documents submitted are/were acceptable.

3.2 **Award of Bid(s).** The successful bidder shall be determined as the responsive and responsible bidder who submits the lowest actual or calculated cost as detailed with the IFB, as long as he/she is able to deliver the specified items in a timely manner and it is, in the opinion of the Agency, to the best interests of the Agency to accept the bid. All bidders will be notified in a timely manner of the results of the evaluation after award has been completed.

3.3 **Rejection of Bids.**

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- 3.3.1** The Agency reserves the right to, at any time during the bid process, reject any or all bids received. In the case of rejection of all bids, the Agency reserves the right to advertise for new bids or to proceed to do the work otherwise, if in the judgment of the Agency, the best interest of the Agency will be promoted.
- 3.3.2** Prospective bidders acknowledge by downloading and receiving the IFB documents and/or by submitting a bid that the submission of a bid to the Agency is not a right by which to be awarded that bid, but merely an offer by the prospective bidder to perform the requirements of the IFB documents in the event the Agency decides to consider an award to that bidder.
- 3.4 Cancellation of Award.** The Agency reserves the right to, without any liability, cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.
- 3.5 Right to Multiple Awards.** The agency reserves the right to without any liability award multiple contracts or award to multiple contractors based on the agency's discretion in the benefit of the PHA.
- 3.6 Mistake in Bid Submitted.**
- 3.5.1** A request for withdrawal of a bid due to a purported error need not be considered by the Agency unless the same is filed in writing by the bidder within 48 hours after the bid deadline (bidders may of their own volition withdraw a bid prior to the bid deadline). Any such request shall contain a full explanation of any purported error and shall, if requested by the Agency, be supported by the original calculations on which the bid was computed, together with a certification and notarization thereon that such computation is the original and prepared by the bidder or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as the Agency retains the right to accept or reject any bid withdrawal for a mistake.
- 3.5.2** Unless otherwise prohibited within the IFB documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at the Agency's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the PA, for his/her review. This mistake must be corrected before the issuance of contract documents.
- 3.6 Irregular Bid Submittal.** A bid shall be considered irregular for any one of the following reasons, any one or more of which may, at the Agency 's discretion, be cause for rejection:
- 3.6.1** If the forms furnished by the Agency are not used or are altered or if the bid costs are not submitted as required and where provided (especially within the eProcurement Marketplace).

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- 3.6.2 If all requested completed attachments do not accompany the bid submitted.
 - 3.6.3 If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning or give the bidder submitting the same a competitive advantage over other bidders.
 - 3.6.4 If the bidder adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.
 - 3.6.5 If the individual Pricing Items submitted by a specific bidder are unbalanced in the sense that the listed price of any cost item departs by more than 25% from the Agency's cost estimate for that item.
- 3.7 Disqualification of Bidders.** Any one or more of the following shall be considered as sufficient for the disqualification of a bidder and the rejection of his/her bid:
- 3.7.1 Evidence of collusion among prospective or actual bidders. Participants in such collusion will receive no recognition as bidders or bidders for any future work of the Agency until such participant shall have been reinstated as a qualified bidder or bidder. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
 - 3.7.2 More than one bid for the same work from an individual, firm, or corporation under the same or different name(s), unless such was specifically allowed by the Agency within the bid documents issued, including by addendum.
 - 3.7.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant, and/or other resources.
 - 3.7.4 Documented unsatisfactory performance record as shown by past work for the Agency or with any other local, State, or Federal agency, judged from the standpoint of workmanship and progress.
 - 3.7.5 Incomplete work, which in the judgment of the Agency, might hinder or prevent prompt completion of additional work, if awarded.
 - 3.7.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.
 - 3.7.7 Failure to comply with any qualification requirement of the Agency.
 - 3.7.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by the Agency) who will be employed by the successful bidder(s) to complete the work of the bid contract.

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3.7.9 As required by the IFB documents, failure of the successful bidder to be properly licensed by the State of VIRGINIA and/or to be insured by a general liability and/or worker's compensation policy.

3.7.10 Any legal reason to be determined, in good faith, to be in the best interests of the Agency.

3.8 **Burden of Proof.** If requested by the Agency, it shall be the responsibility of the bidder(s) to furnish the Agency with sufficient data or physical samples, within a specified time, so that the Agency may determine if the goods or services offered conform to the Specifications.

4.0 Right to Protest.

4.1 **Rights.** Any prospective or actual bidder, offeror, or Contractor who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

4.1.1 An alleged aggrieved "protestant" is a prospective or actual bidder who feels that he/she has been treated inequitably by the Agency and wishes the Agency to correct the alleged inequitable condition or situation. To be eligible to file a protest with the Agency pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e., registered and received the IFB documents) when the alleged situation occurred. The Agency has no obligation to consider a protest filed by any party that does not meet these criteria.

4.2 **Administrative Powers.** It is totally within the administrative powers of the ED to grant or deny any requests for administrative appeal. If, in the opinion of the ED, the alleged aggrieved protestant merits an administrative review, the ED shall direct that alleged aggrieved protestant to submit additional data.

4.3 **Procedure to Protest.** An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve the Agency from accepting or considering that protest:

4.3.1 The alleged aggrieved protestant must file, in writing, to the ED the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the Agency or condition is being protested as inequitable, making, where appropriate specific reference to the IFB documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve the Agency from any responsibility to consider the protest and take any corrective action.

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- 4.3.2 The written instrument containing the reason for the protest must be received by the ED within 10 days after the occurrence of any of the following:
- 4.3.2.1 The deadline for receiving bids;
 - 4.3.2.2 Receipt of notification of the results of the evaluation or the award; or,
 - 4.3.2.3 The alleged aggrieved protestant knows or should have known the facts.
- 4.3.3 In any case, protests shall be filed no more than 10 days after any of the above (unless the occurrence being protested occurred in its entirety after the bid deadline). Protests received after these dates shall not be considered.
- 4.3.4 The PA shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the ED.
- 4.3.5 **Administrative Appeal.** If the alleged aggrieved protestant does not agree with the written opinion and decision issued by the PA, the alleged aggrieved protestant may, after receipt of the written opinion and decision issued by the PA request an administrative appeal hearing be granted. The following procedures must be complied with in the manner prescribed; failure by the alleged aggrieved protestant to comply shall automatically relieve the Agency from accepting or acting on that request for administrative hearing:
- 4.3.5.1 The alleged aggrieved protestant must file, in writing, his/her request for an administrative hearing, to the ED, within 5 days of receipt of the written opinion and decision and failure to do so within such 5 days shall relive the Agency of any responsibility to consider such request.
 - 4.3.5.2 The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.
 - 4.3.5.3 It shall be within the administrative powers of the ED to, after review of the request submitted, grant, or deny any request for administrative appeal.
 - 4.3.5.4 If the ED, after complete review of the alleged aggrieved protestant's written request and supporting data, decides

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that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.

4.3.5.5 If the ED, after review of the alleged aggrieved protestant's written request, decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all bids submitted and a copy of the original written protest, to the Agency Legal Counsel for consideration. The Agency Legal Counsel shall issue to the alleged aggrieved protestant a decision, in writing, within 10 days of his/her receipt of such documents.

4.3.5.5 Such written decision delivered to the alleged aggrieved protestant shall exhaust the Agency internal protest and administrative appeal process available to the alleged aggrieved protestant.

5.0 Disputed Billings (Charges).

5.1 Procedures. In addition to the procedures detailed within Clause No. 7 of Contract Appendix No. 1, form HUD-5370 (1/2014), *General Conditions for Construction Contracts - Public Housing Programs*, each form attached hereto, in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

5.1.1 The Agency's representative shall, within 10 days after the Agency's receipt of such billing, formally notify the Contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

5.1.2 If such dispute cannot be resolved by the Contractor's response, within 10 days after such notification is given, the PA and the Contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

5.1.3 If the PA and the Contractor's representative are unable to resolve the dispute through such discussion within 10 days, the Agency shall, within 10 days thereafter, either (herein, "appropriate" at the sole decision and discretion of the Agency):

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- 5.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the appropriate District Court in the State of Virginia; or,
- 5.1.3.2 Not pay the disputed charge and submit the matter to the appropriate district court in the State of Virginia; or,
- 5.1.3.3 Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate District Court in the State of Virginia.

6.0 Additional Considerations.

6.1 Right of Joinder.

6.1.1 Any political subdivision within the State of Virginia may be granted the privilege of joining the awarded contract, only at the option of the successful bidder. If the successful bidder so grants such a privilege, the terms and conditions of the IFB documents, including the ensuing contract, may be passed on to the joining political subdivision by the successful bidder.

6.1.2 The successful bidder shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the successful bidder allows another political subdivision to join the Agency contract, it is expressly understood that the Agency shall in no way be liable for the joining political subdivision obligations to the successful bidder in any manner whatsoever.

6.2 Non-Escalation. Unless otherwise specified within the IFB documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

6.3 Funding Restrictions and Order Quantities. The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:

6.3.1 Funding is not available;

6.3.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

6.3.3 The Agency's requirements in good faith change after award of the contract.

6.4 Required Permits. Unless otherwise stated in the IFB documents, all local, State, or Federal permits which may be required to provide the services ensuing from award of this IFB, whether or not they are known to either the Agency or the bidders at the time of the bid submittal deadline or the award, shall be the sole responsibility of

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- the successful bidder and any costs submitted by the bidder shall reflect all costs required by the successful bidder to procure and provide such necessary permits.
- 6.5 Taxes.** All persons doing business with the Agency are hereby made aware that the Agency is exempt from paying Virginia State Sales and Use Taxes and Federal Excise Taxes. A Letter of Tax Exemption will be provided upon request to each contractor after award.
- 6.6 Government Standards.** It is the responsibility of the prospective bidder to ensure that all items and services bid conform to all local, State, and Federal laws concerning safety (OSHA) and environmental control (EPA) and any other enacted ordinance, code, law, or regulation. The successful bidder shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given, to the successful bidder for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.
- 6.7 Freight on Bill and Delivery.** All costs submitted by the successful bidder shall reflect the cost of delivering the bidded items and/or services to the location(s) specified within the IFB documents or within the contract.
- 6.7.1** The successful bidder agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful bidder. Upon default, the successful bidder agrees that the Agency may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 6.8 Communication.** If during the period of the contract, it is necessary that the Agency place toll or long-distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the successful bidder will bear the charge or expense for all such calls and/or telegrams.
- 6.9 Work on Agency Property.** If the successful bidder's work under the contract involves operations by the successful bidder on Agency premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful bidder, its agents, employees, or subcontractors.
- 6.10 Estimated Quantities.** Unless otherwise indicated within the IFB documents, the quantities reflected within the IFB documents, to the best of the Agency's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by the Agency under the finalized contract; but, pursuant to all IFB documents, these quantities will be used as calculation figures to determine the successful bidder.

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6.11 Warranty.

6.11.1 The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above-mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

6.11.1 The liability of the successful bidder to the Agency (except as to title) arising out of the furnishing of the services or of its use under the terms of the contract shall not exceed the correcting of the defect(s) in the services as provided under the contract, and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose.

6.12 Official, Agent and Employees of the Agency Not Personally Liable. It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Agency in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

6.13 Subcontractors. Unless otherwise stated within the IFB documents, the successful bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the Procurement Administrator and CO.

6.14 Salaries and Expenses Relating to the Successful Bidders Employees. Unless otherwise stated within the IFB documents, the successful bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful bidder further agrees to comply with all Federal, State, and local, wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

6.15 Attorney's Fees. In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including attorneys' fees, in a reasonable amount, to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

6.16 Independent Contractor. Unless otherwise stated within the IFB documents or the contract, the successful bidder is an independent Contractor. Nothing herein shall create any association, agency, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

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- 6.17 Severability.** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 6.18 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 6.19 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 6.20 Limitation of Liability.** In no event shall the Agency, or any staff of the PHA be liable to the successful bidder for any indirect, incidental, consequential, or exemplary damages.
- 6.21 Indemnity.**
- 6.21.1** The successful bidder shall protect, indemnify and hold the Agency, its officers, employees, agents, consulting engineers and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney’s fees, court costs and other expenses of any kind or character which the Agency, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the Agency, its officers, employees, agents, consulting engineers or other retained consultants such as:
- 6.21.1.1** as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the successful bidder, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder; or
- 6.21.1.2** as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or
- 6.21.1.3** through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed, or installed so as to give rise to a claim; or

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6.21.1.4 because of any claim or amount recovered under the “Industrial Insurance Act”, or any other similar law, ordinance, or decree, which claim, or recovery, arose out of or is attributable to any act or failure to act on the part of the successful bidder in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the successful bidder under and by virtue of this contract which is considered necessary by the Agency for such purpose, may be retained by the Agency for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney’s fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the Agency provided, however, that money due the successful bidder will not be withheld when the successful bidder produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required.

6.21.2 In this connection, it is expressly agreed that the successful bidder shall, at its own expense, defend the Agency, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the successful bidder has indemnified the Agency, its officers, employees, agents, consulting engineers and other retained consultants against, and if the successful bidder shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful bidder including attorney’s fees and court costs; provided, however, that if the forum in which such claim suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder, the Agency shall reimburse the successful bidder for all, or the indemnified party’s proportionate share, as the case may be, of the costs of such defense.

6.21.2 Reimbursement to the successful bidder by the Agency, in whole or in part, for the costs of protecting traffic shall not serve to relieve the successful bidder of its responsibility as set forth in the IFB documents.

6.21.3 The successful bidder guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

6.22 **Lobbying Certification.** By proposing to do business with the Agency or by doing business with the Agency, each bidder certifies the following:

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- 6.22.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of an Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- 6.22.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 6.22.3 The successful bidder shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 6.22.4 This clause is a material representation of fact upon which reliance was placed when the award was made or entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
- 6.23 **2 CFR §200.326, Appendix II, Contract Provisions For Non-Federal Entity Contracts Under Federal Awards.** Pursuant to this CFR, as issued by the Office of the U.S. Secretary of HUD, the Agency, and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this IFB will include the following clauses, whether actually inserted or by reference:
- 6.23.1 **Remedies for Contractor Breach.** Pertaining to contract-related issues, it is the responsibility of both the Agency and the Contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract the Agency or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the Agency has the right to issue unilateral addendums to this contract, but the Contractor does not have the same right). The other party shall, within 10

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days, respond in writing to the other party (however, the Agency shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the Agency shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:

- 6.23.1.1 If the Contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Section No. 32 of Contract Appendix No. 1, form HUD-5370 (01/2014), *General Conditions for Construction Contracts - Public Housing Programs*, attached hereto, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.
 - 6.23.1.2 Prior to termination, the Agency may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Agency shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
 - 6.23.1.3 After termination, if the Contractor does not agree with the Agency's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
 - 6.23.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.
- 6.23.2 **Termination for Cause and Convenience.** For all contracts in excess of \$10,000, as detailed within Clause No. 34 of Contract Appendix No. 1, form HUD-5370 (01/2014), *General Conditions for Construction Contracts - Public Housing Programs*, attached hereto. In addition to the immediate-foregoing, if the Agency terminates the Contractor for

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convenience, the Agency is obligated to, as detailed within Section 11.6.C.2 of HUD Procurement Handbook 7460.8 REV 2, negotiate with and pay to the Contractor a “reasonable allowance for profit” for the remainder of the contracted period.

- 6.23.3 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 6.23.4 Davis-Bacon Act, as amended (40 U.S.C.3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C.3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors [are] required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors [are] required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”)**. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 6.23.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute

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the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or *contracts for transportation or transmission of intelligence*.

- 6.23.7 Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 6.23.8 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 6.23.9** Mandatory standards and policies relating to **energy efficiency** which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 6.23.10 Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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- 6.23.11 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 6.23.12 ***§200.322 Procurement of recovered materials.*** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 6.24 **Additional Federally Required Orders/Directives.** Both parties agree that they will comply with the following laws and directives that the Agency has received from HUD and that these same clauses will be a part of any contract that ensues as a result of this IFB:
- 6.24.1 **Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 6.24.2 **Public Law 88-352, Title VI of the Civil Rights Act of 1964**, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective actions are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 6.24.3 **Public Law 90-284, Title VIII of the Civil Rights Act of 1968**, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale

Supplemental Instructions to Bidders & Contractors (SIBC)

or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

- 6.24.4** The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- 6.24.5** Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 6.24.6** HUD Information Bulletin 909-23 which is the following:
 - 6.24.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;
 - 6.24.6.2** Clean Air and Water Certification; and
 - 6.24.6.3** Energy Policy and Conversation Act.
- 6.24.7** The mentioned herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party.

REQUEST FOR PROPOSALS (RFP) No. 2024-002P, Property Management Services
Danville Redevelopment and Housing Authority

RFP SECTION 3.8.8, DOCUMENT No. 8.0
Attachment N

CONTRACT BETWEEN
THE HOUSING AUTHORITY OF THE _____
AND
[THE CONTRACTOR]

INTRODUCTION

This contract by and between the Housing Authority of the _____ (hereinafter "HA"), and _____, (hereinafter "the Contractor") is hereby entered into this ____ day of _____, 2008.

Services pursuant to this contract shall begin on the ____ day of _____, 2008, and shall end on the ____ day of _____, 2008, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices and all listed attachments.

1.0 Definitions:

- 1.1 **Housing Authority (HA):** Any reference herein or within any Appendix to the "Housing Authority" shall be interpreted to mean the same as the HA.
- 1.2 **Contracting Officer (CO):** The HA Contracting Officer, typically the HA Executive Director, but may be another person delegated such authority by the ED.
- 1.3 **Executive Director (ED):** The HA Executive Director.
- 1.4 **Request For Proposals (RFP):** A competitive solicitation process conducted by the HA wherein award was completed to the top-rated responsive and responsible proposer.

2.0 Services and Payment:

- 2.1 **Scope of Services:** The services provided pursuant to this contract generally consist of those services for the HA as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the HA at the designated HA community and facilities. In addition, the HA shall retain the right to implement and/or enforce any item issued as a part of RFP No _____.
- 2.2 **Provisions of any and all Work (Task Orders):** The Contractor shall not begin any additional work (other than that already detailed herein) without the receipt of a completed Contract Task Order Form (CTOF) from the authorized HA representative. This shall be completed as follows:
- 2.3 **Cost/Value of Services:**
 - 2.3.1 **Contract Value:** The current total Not-To-Exceed (NTE) value of this contract is:

\$____,____.____

The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order.

2.4 Renewal Options: This contract is initially executed for services pertaining to FY_____ only. The HA shall retain the right to renew this contract, at the HA's option, for the two additional FY's named in the RFP Document that the HA received pricing for.

2.5 Time Performance: The Contractor will complete each assigned task as detailed within the executed HA Task Order.

2.6 Billing Method:

2.6.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

HA
Attn: Accounts Payable
[STREET ADDRESS]
[CITY], [STATE] [ZIP CODE]

2.6.2 At a minimum, the invoice shall detail the following information:

2.6.2.1 Unique invoice number;

2.6.2.2 Contractor's name, address and telephone number;

2.6.2.3 Date of invoice and/or billing period;

2.6.2.4 Applicable Contract No. C080__;

2.6.2.5 Applicable Purchase Order No.;

2.6.2.6 Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report);

2.6.2.7 Task Order, approved by the HA Executive Director; and

2.6.2.8 Total dollar amount being billed.

2.6.3 The HA will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

- 3.0 HA's Obligations:** Pursuant to this contract, the HA agrees to provide the specific services detailed herein and also shall be responsible for the following:
- 3.1** The HA agrees to not provide to the Contractor any Task Order assigning work to the Contractor without the prior written approval of the ED.
- 4.0 Contractor's Obligations:** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:
- 4.1 Supervision and Oversight:** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the HA properties pursuant to this contract.
- 4.2 Qualified Personnel:** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within this contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.
- 4.3 Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.
- 4.4 Insurance Requirements:**
- 4.4.1** The complete indemnity requirements are detailed within Section 11.19 herein.
- 4.4.2** In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:
- 4.4.2.1** Policy of General Liability Insurance, \$1,000,000 per occurrence, \$1,000,000 aggregate together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000. The HA shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.
- 4.4.2.2** Policy of Professional Liability Insurance or Errors & Omissions coverage, minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000 with a deductible of not greater than \$1,000;
- 4.4.2.3** Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less

than \$50,000/\$100,000 and medical pay of \$5,000 with a deductible not greater than \$1,000.

4.4.2.4 Worker's compensation coverage evidencing carrier and coverage amount.

4.4.2.5 The Contractor shall provide to the HA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the HA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.

4.4.2.6 Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the HA:

[NAME]
[OFFICE]
Housing Authority of the _____
[STREET ADDRESS]
[CITY], [STATE] [ZIP CODE]

4.5 **Licensing:** The Contractor shall also provide to the HA a copy of the required [NAME OF APPLICABLE JURISDICTION] Business License. Failure to maintain this license in a current status during the term(s) of this contract shall constitute a material breach thereof.

4.6 **Financial Viability and Regulatory Compliance:**

4.6.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.

4.6.2 The Contractor agrees to promptly disclose to the HA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the HA in writing within 5 days of such notification received will constitute a material breach of this contract.

4.6.3 The Contractor further agrees to promptly disclose to the HA any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

4.6.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to HA within the time periods required herein.

5.0 **Modification:** This contract shall not be modified, revised, amended or extended except by written addendum, executed by both parties.

6.0 **Severability:** The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

7.0 **Applicable Laws:**

7.1 **Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

7.2 **Jurisdiction of Law:** The laws of the State of _____ shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that [COUNTY], [STATE] is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

8.0 **Notices, Invoices and Reports:**

8.1 All notices, reports and/or invoices submitted to the HA by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the HA:

[PERSON]
Housing Authority of the _____
[STREET ADDRESS]
[CITY], [STATE] [ZIP CODE]
[TELEPHONE]

or if appropriate, faxed to: [NUMBER]

8.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

000/000-0000

or, if appropriate, shall be faxed to: 000/000-0000.

9.0 Disputed Billings (Charges):

9.1 Procedures: In addition to the procedures detailed within Clause No. 7 of Appendix No. 1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, in the event that the HA disputes any portion of its billing(s), the HA shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

9.1.1 The HA's representative shall, within 10 days after the HA's receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

9.1.2 If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the CO and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

9.1.3 If the CO and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, the HA shall, within 10 days thereafter, either:

9.1.3.1 pay the disputed charges and reserve the right to submit the matter to the [STATE] Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of _____;

9.1.3.2 not pay the disputed charge and submit the matter to the [STATE] Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of _____;

9.1.3.3 not pay the disputed charge and allow the Contractor to submit the matter either to the [STATE] Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of _____.

9.1.4 The decision from arbitration will be binding upon both parties. If the decision is adverse to the HA, the HA shall pay the HA's receipt of the decision. If the decision is in favor of the HA, the contractor will either:

9.1.4.1 clear the amount which is ordered from the HA account; or

9.1.4.2 repay to the HA the amount ordered;

Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision.

10.0 24 CFR 85.36(i), Procurement: Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the HA and the Contractor each agree to comply with the following provisions:

10.1 Remedies for Contractor Breach: Pertaining to contract-related issues, it is the responsibility of both the HA and the contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the HA or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the HA has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the HA shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, the HA shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

10.1.1 If the contractor is in material breach of the contract, the HA may promptly invoke the termination clause detailed within Section No. 3 of Appendix No. 1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

10.1.2 Prior to termination, the HA may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The HA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).

10.1.3 After termination, if the contractor does not agree with the HA's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).

- 10.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.
- 10.2 **Termination For Cause and Convenience:** As detailed within Clause No. 3 of Attachment G-1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(Within or without Maintenance Work)*, attached hereto.
- 10.3 **Executive Order 11246:** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 10.4 **Copeland “Anti-Kickback” Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 10.5 **Davis-Bacon-Act:** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 10.6 **Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 10.7 **Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 10.8 **Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 10.9 **Copy Rights/Rights in Data:** In addition to the requirements contained within Clause No. 5 of Attachment G-1, *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, the HA has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:
- 10.9.1 Except as provided elsewhere in this clause, the HA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under

this contract unless provided otherwise for limited rights data or restricted computer software.

- 10.9.2** The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 10.9.3** For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the HA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the HA.
- 10.9.4** The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants the HA a license of the same scope as identified in the preceding paragraph.
- 10.9.5** The HA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the HA may either return the data to the contractor, or cancel or ignore the markings.
- 10.9.6** The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.
- 10.9.7** Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the HA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.

10.9.8 The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the HA except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

10.10 Access to Records: Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

10.11 Record Retention: Both parties hereby guarantee retention of all required records for three records after grantees or subgrantees make final payments and all other pending matters are closed.

10.12 Clean Air Act: For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

10.13 Energy Policy and Conservation Act: Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

11.0 Additional Considerations:

11.1 Right of Joinder Pursuant to NRS 332.195:

11.1.1 Any political subdivision within the State of _____ may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms and conditions of the RFP documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.

11.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the HA contract, it is expressly understood that the HA shall in no way be liable

for the joining political subdivision obligations to the Contractor in any manner whatsoever.

- 11.2 Non-Escalation:** Unless otherwise specified within the RFP documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.
- 11.3 Funding Restrictions and Order Quantities:** The HA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HA, if:
- 12.3.1** funding is not available;
 - 12.3.2** legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 12.3.3** the HA's requirements in good faith change after award of the contract.
- 11.4** Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either the HA or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the RFP shall reflect all costs required by the Contractor to procure and provide such necessary permits.
- 11.5 Taxes:** All persons doing business with the HA are hereby made aware that the HA is exempt from paying Nevada State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 11.6 Government Standards:** It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NIOSH) and environmental control (EPA and _____ Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 11.7 Freight on Bill and Delivery:** All costs submitted by the proposer shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the RFP documents or within the contract.
- 11.7.1** The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the HA may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.

11.8 Backorders:

11.8.1 The CO must be notified in writing by the contractor within 10 days of any and all backordered materials and/or any incomplete services; and the estimated delivery date.

11.8.2 Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the HA, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the HA to do so.

11.9 Work on HA Property: If the Contractor's work under the contract involves operations by the Contractor on HA premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the HA's negligence, shall indemnify the HA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.

11.10 Official, Agent and Employees of the HA Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

11.11 Subcontractors: Unless otherwise stated within the RFP documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the CO.

11.12 Salaries and Expenses Relating to the Contractors Employees: Unless otherwise stated within the RFP documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

11.13 Attorney's Fees: In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

11.14 Independent Contractor: Unless otherwise stated within the RFP documents or the contract, the Contractor is an independent contractor. Nothing herein shall create

any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

11.15 Severability: If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

11.16 Waiver of Breach: A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

11.17 Time of the Essence: Time is of the essence under this agreement as to each provision in which time of performance is a factor.

11.18 Limitation of Liability: In no event shall the HA be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.

11.19 Indemnification:

11.19.1 The Contractor shall indemnify, defend, and hold the HA (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "Nevada Industrial Insurance Act," or any other law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the HA against any loss or damage which was specifically caused by the HA providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

11.19.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the HA, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the HA. If the Contractor shall fail to do so, the HA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

- 11.19.3 Any money due to the Contractor under and by virtue of this contract, which the HA believes must be withheld from the Contractor to protect the HA, may be retained by the HA so long as it is reasonably necessary to ensure the HA's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the HA provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the HA from any potential claims.
 - 11.19.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.
- 12.20 Lobbying Certification:** By execution of this contract with the HA the Contractor thereby certifies, to the best of his or her knowledge and belief, that:
- 12.20.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 12.20.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.
 - 12.20.3 The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 12.21 Additional Federally Required Orders/Directives:** Both parties agree that they will comply with the following laws and directives, where applicable:
- 12.21.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

- 12.21.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The HA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 12.21.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the HA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- 12.21.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- 12.21.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 12.21.6 HUD Information Bulletin 909-23 which is the following:
- 12.21.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;
 - 12.21.6.2 Clean Air and Water Certification; and,
 - 12.21.6.3 Energy Policy and Conversation Act.
- 12.21.7 That the funds that are provided by the HA and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.
- 12.21.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 12.21.9 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as

though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

13.0 Section 3 Clause: As detailed within 24 CFR 135.38, *Section 3 clause*, the following required clauses are hereby included as a part of this contract.

- 13.1 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.
- 13.2 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.
- 13.3 The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 13.4 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.
- 13.5 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.
- 13.6 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.

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

14.0 Appendices:

14.1 The following noted documents are placed under each of the noted appendix and are a part of this contract:

14.1.1 **Appendix No. 1:** form HUD-5370-C (10/2006), *General Condition for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, aka Attachment G-1 of the RFP document;

14.1.2 **Appendix No. 2:** Specific documentation pertaining to Section 3 that pertains to this contract.

14.1.3 **Appendix No. 3:** Scope of Services, as agreed upon by negotiation between the HA and the contractor;

14.1.4 **Appendix No. 4:** The proposed fee(s) submitted by this contractor in response to the RFP, or any negotiated fee(s) that resulted thereto, which fee(s) shall apply to each procurement that ensues from this contract;

14.1.5 Included by reference is any document or clause issued as a part of RFP No. _____ that the HA may choose to include at any time during the performance of this contract or any options exercised thereto by the HA. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the HA upon written request for such from the contractor.

14.2 Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

15.0 CERTIFICATIONS: The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

[The Contractor]:

By: _____ Date: _____
[Name], [Title]

Housing Authority of the _____:

By: _____ Date: _____
[Name], [Title]

REQUEST FOR PROPOSALS (RFP) No. 2024-002P, Property Management Services
Danville Redevelopment and Housing Authority

RFP SECTION 3.8.8.1, DOCUMENT No. 8.0
Attachment N-1

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

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 (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

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

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

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

- (d) 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. 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: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) 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 (i) 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)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) 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; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to 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.

4. 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:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) 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.

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

5. 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.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of 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 (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) 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.

8. Contract Termination; Debarment

9. 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.

10. 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.

11. 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:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) 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.

12. 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.

13. 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 there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. 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.

15. 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:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) 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:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) 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.

"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 or 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.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated 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.
- (ii) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) 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)(i)(1)(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)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) 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.
- (ii) 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 application 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)(ii)(2)(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)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) 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:
- (i) 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
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) 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.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to 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.
- (f) 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.

16. 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 subcontractor 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.

17. 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.

18. 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.

19. 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.

20. Liens

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

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

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

REQUEST FOR PROPOSALS (RFP No. 2024-002P, Property Management Services
Danville Redevelopment and Housing Authority

RFP SECTION 3.8.8.2, DOCUMENT No. 8.2
Attachment N-2

Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

REQUEST FOR PROPOSALS (RFP No. 2024-002P, Property Management Services
Danville Redevelopment and Housing Authority

RFP SECTION 3.8.8.3, DOCUMENT No. 8.3
Attachment N-3

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:
 Prime SubAwardee

* Name

* Street 1 Street 2

* City State Zip

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: <input type="text"/>	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>
--	---

8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
--	--

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

* Name: Prefix * First Name Middle Name
* Last Name Suffix

Title: Telephone No.: Date:

REQUEST FOR PROPOSALS (RFP) No. 2024-002P, Property Management Services

Danville Redevelopment and Housing Authority

**RFP Section 3.8.9, Document No. 9
Attachment O**

REQUEST FOR PROPOSALS (RFP) No. 2024-002P, Property Management Services

Danville Redevelopment and Housing Authority

Agency Profile of Properties

PHA

93 Locations
106 Bedrooms

Tax Credit

2 Locations
6 Bedrooms

Tax Credit / Section 8

11 Locations
33 Bedrooms

Section 8

37 Locations
106 Bedrooms

Vacant

7 Locations
15 Bedrooms

Danville City Locations

Seeland Road One Blaine
Square
Grant Street Extension Seeland
Crossing
Sherman Saunders Court

REQUEST FOR PROPOSALS (RFP) No. 2024-002P, Property Management Services

Danville Redevelopment and Housing Authority

Seeland Staff Information

Property Manager – One on staff

Responsibilities: Resident accounts, Rent Collection, Entering invoices, Resident Complaints, Inspections

Assistant Property Manager – One on staff

Responsibilities: Tax Credit Recertifications, Maintenance Requests and follow ups, Contractor communications, Inspections

Subsidy Specialist – One on staff

Responsibilities: PHA unit recertifications, PIC entry, HAP change data entry for PHA and Sec. 8, Utility Allowance and Market Surveys, assist Managers with daily tasks as needed, Inspections

Maintenance Technician – Two on staff

Responsibilities: Everything possible in house, HVAC universal

REQUEST FOR PROPOSALS (RFP) No. 2024-002P, Property Management Services

Danville Redevelopment and Housing Authority

**RFP Section 3.8.10, Document No. 10
Attachment P**

REQUEST FOR PROPOSALS (RFP) No. 2024-002P, Property Management Services

Danville Redevelopment and Housing Authority

Financials

**Seeland Road One
Income Statement
February 29, 2024**

Reporting Book:
As of Date:
Location:

ACCRUAL
02/29/2024
Seeland Road One

	Month Ending			Year To Date		
	Month Ending 02/29/2024	02/29/2024	Variance	YTD Budget	YTD Actual	YTD Variance
	Budget	Actual				
Income						
Rental Income						
5120-00 - Rent Revenue-Tenant	8,686.00	8,688.00	2.00	17,372.00	15,834.00	(1,538.00)
5121-00 - Rental Assistance - Subsidy	8,843.00	8,841.00	(2.00)	17,686.00	19,224.00	1,538.00
5122-00 - (Loss)/Gain on Lease	(2,656.00)	(868.00)	1,788.00	(5,312.00)	(423.00)	4,889.00
5220-00 - Vacancies	(477.00)	(1,450.00)	(973.00)	(477.00)	(2,900.00)	(2,423.00)
Total Rental Income	14,396.00	15,211.00	815.00	29,269.00	31,735.00	2,466.00
Net Rental Income						
	14,396.00	15,211.00	815.00	29,269.00	31,735.00	2,466.00
Financial Income						
5410-00 - Interest Income Project Oper	1.00	0.00	(1.00)	2.00	0.00	(2.00)
5430-00 - Interest Income-T & Escrow	0.00	0.03	0.03	0.00	0.05	0.05
5440-00 - Interest Income-Repl Reserve	0.00	0.59	0.59	0.00	1.21	1.21
5440-01 - Interest Income - PH RR	0.00	0.70	0.70	0.00	1.44	1.44
5491-00 - Interest Inc-Security Deposits	0.00	0.10	0.10	0.00	0.20	0.20
Total Financial Income	1.00	1.42	0.42	2.00	2.90	0.90
Other Income						
5920-00 - NSF & Late Charges	50.00	0.00	(50.00)	100.00	137.00	37.00
5990-00 - Other Revenue	0.00	0.00	0.00	0.00	25.72	25.72
5991-00 - Application Fees	0.00	22.00	22.00	11.00	143.00	132.00
5992-00 - Legal Fees	384.00	0.00	(384.00)	384.00	0.00	(384.00)
5994-00 - Pet Fees (Non Refundable)	20.00	0.00	(20.00)	40.00	0.00	(40.00)
Total Other Income	454.00	22.00	(432.00)	535.00	305.72	(229.28)
Total Income	14,851.00	15,234.42	383.42	29,806.00	32,043.62	2,237.62
Expenses						
Administrative Expenses						
6250-00 - Other Renting Expenses	25.00	0.00	(25.00)	75.00	0.00	(75.00)
6311-00 - Office Supplies	63.00	91.18	28.18	179.00	209.66	30.66
6311-05 - Computer Maintenance	268.00	185.78	(82.22)	536.00	316.95	(219.05)
6311-09 - Bank Service Charges	0.00	0.00	0.00	132.00	111.00	(21.00)
6313-00 - Postage	81.00	40.30	(40.70)	92.00	50.38	(41.62)
6315-00 - Resident Parties/Functions	0.00	0.00	0.00	250.00	0.00	(250.00)
6320-00 - Management Fee	1,116.00	1,272.00	156.00	2,232.00	2,544.00	312.00
6320-01 - Management Fee - Upload Fees	228.00	0.00	(228.00)	456.00	0.00	(456.00)
6330-00 - Manager Payroll	793.00	650.96	(142.04)	1,586.00	1,301.92	(284.08)
6330-01 - Leasing Agent	1,359.00	1,295.47	(63.53)	2,718.00	2,702.81	(15.19)
6332-00 - Education & Training	533.00	41.15	(491.85)	557.00	47.04	(509.96)
6340-00 - Legal Expense	384.00	(758.00)	(1,142.00)	384.00	(598.00)	(982.00)
6345-00 - Credit & Collections	0.00	127.05	127.05	11.00	160.31	149.31
6351-00 - Bookkeeping/Accounting Fee	155.00	155.00	0.00	310.00	310.00	0.00
6360-00 - Telephone/Paper/Internet Exp	143.00	59.15	(83.85)	286.00	407.73	121.73
6380-00 - Compliance Monitoring Fee	0.00	930.00	930.00	0.00	930.00	930.00
6390-03 - Employee Travel-Manager	170.00	172.57	2.57	230.00	181.17	(48.83)
Total Administrative Expenses	5,318.00	4,262.61	(1,055.39)	10,034.00	8,674.97	(1,359.03)
Utilities						
6450-01 - Electricity-Vacant	79.00	418.21	339.21	79.00	724.57	645.57
6450-03 - Utility Allowances	86.00	94.00	8.00	172.00	188.00	16.00
6451-00 - Water & Sewer	26.00	74.25	48.25	26.00	116.40	90.40
Total Utilities	191.00	586.46	395.46	277.00	1,028.97	751.97
Maintenance & Repairs						
6515-00 - Janitor & Cleaning Supplies	13.00	0.00	(13.00)	26.00	5.69	(20.31)
6517-00 - Janitor & Cleaning Contract	900.00	0.00	(900.00)	900.00	0.00	(900.00)
6519-00 - Exterminating Contract	71.00	66.60	(4.40)	142.00	199.80	57.80
6525-00 - Garbage & Trash Removal	19.00	59.98	40.98	19.00	94.01	75.01
6530-00 - Security Contract/Equip/Maint	14.00	12.33	(1.67)	28.00	23.06	(4.94)
6536-00 - Grounds Supplies	2,100.00	0.00	(2,100.00)	2,100.00	0.00	(2,100.00)
6537-00 - Grounds Contract	1,200.00	1,200.00	0.00	2,400.00	2,400.00	0.00
6540-00 - Maintenance Payroll	1,947.00	1,112.15	(834.85)	3,894.00	2,327.13	(1,566.87)
6541-00 - Repairs Supplies/Materials	232.00	31.63	(200.37)	464.00	388.29	(75.71)
6542-00 - Repairs Contract	400.00	0.00	(400.00)	400.00	1,036.00	636.00
6542-02 - Repairs Contract-Plumbing	0.00	1,107.50	1,107.50	800.00	1,107.50	307.50
6546-00 - HVAC Equip/Repair & Maint	223.00	0.00	(223.00)	446.00	0.00	(446.00)
6548-00 - Snow Removal	0.00	0.00	0.00	30.00	0.00	(30.00)
6562-00 - Turnover Painting, Vacant	225.00	18.44	(206.56)	225.00	30.63	(194.37)
6565-00 - Turnover Cleaning	225.00	0.00	(225.00)	225.00	0.00	(225.00)
6590-05 - Uniforms	81.00	61.24	(19.76)	162.00	122.48	(39.52)
Total Maintenance & Repairs	7,650.00	3,669.87	(3,980.13)	12,261.00	7,734.59	(4,526.41)
Taxes & Insurance						
6711-00 - Payroll Taxes	404.00	260.29	(143.71)	808.00	556.38	(251.62)
6712-00 - 401K Expense	63.00	30.69	(32.31)	166.00	73.87	(92.13)
6720-00 - Property & Liability Insurance	1,059.00	1,074.00	15.00	2,118.00	2,148.00	30.00
6721-00 - Fidelity Bond Insurance	0.00	0.00	0.00	158.00	149.77	(8.23)
6722-00 - Worker's Compensation Ins	30.00	16.27	(13.73)	60.00	100.83	40.83
6723-00 - Health Ins/Other Benefits	1,058.00	477.97	(580.03)	2,116.00	1,021.73	(1,094.27)
Total Taxes & Insurance	2,634.00	1,869.22	(774.78)	5,426.00	4,050.58	(1,375.42)
Total Operating Expenses	15,793.00	10,378.16	(5,414.84)	27,998.00	21,489.11	(6,508.89)
Net Operating Income (Loss)	(942.00)	4,856.26	5,798.26	1,808.00	10,554.51	8,746.51
Non-Operating Expenses						
Other Non-Operating Expenses						
7010-00 - HVAC	2,200.00	0.00	(2,200.00)	2,200.00	0.00	(2,200.00)
7012-00 - Appliances	0.00	0.00	0.00	1,100.00	0.00	(1,100.00)
7014-00 - Carpet/Vinyl	3,400.00	0.00	(3,400.00)	3,400.00	6,780.00	3,380.00
7027-00 - Office Equipment	885.00	0.00	(885.00)	885.00	0.00	(885.00)
Total Other Non-Operating Expenses	6,485.00	0.00	(6,485.00)	7,585.00	6,780.00	(805.00)
Total Non-Operating Expenses	6,485.00	0.00	(6,485.00)	7,585.00	6,780.00	(805.00)
Net Income (Loss)	(7,427.00)	4,856.26	12,283.26	(5,777.00)	3,774.51	9,551.51

Grant Street Extension

Income Statement

February 29, 2024

Reporting Book:

As of Date:

Location:

ACCRUAL

02/29/2024

Grant Street Extension

	Month Ending			Year To Date		
	02/29/2024	02/29/2024	02/29/2024	02/29/2024	02/29/2024	02/29/2024
	Budget	Actual	Variance	YTD Budget	YTD Actual	YTD Variance
Income						
Rental Income						
5120-00 - Rent Revenue-Tenant	13,598.00	12,029.00	(1,569.00)	27,196.00	22,955.00	(4,241.00)
5121-00 - Rental Assistance - Subsidy	13,758.00	15,327.00	1,569.00	27,516.00	31,757.00	4,241.00
5122-00 - (Loss)/Gain to Lease	(3,407.00)	(2,423.00)	984.00	(6,814.00)	(3,422.00)	3,392.00
5220-00 - Vacancies	(469.00)	(469.00)	0.00	(938.00)	(938.00)	0.00
Total Rental Income	23,480.00	24,464.00	984.00	46,960.00	50,352.00	3,392.00
Net Rental Income	23,480.00	24,464.00	984.00	46,960.00	50,352.00	3,392.00
Financial Income						
5410-00 - Interest Income Project Oper	1.00	0.00	(1.00)	2.00	0.00	(2.00)
5430-00 - Interest Income-T & J Escrow	0.00	0.03	0.03	0.00	0.05	0.05
5440-00 - Interest Income-Repl Reserve	0.00	0.50	0.50	0.00	1.03	1.03
5440-01 - Interest Income - PH RR	0.00	0.76	0.76	0.00	1.57	1.57
5491-00 - Interest Inc-Security Deposits	0.00	0.15	0.15	0.00	0.31	0.31
Total Financial Income	1.00	1.44	0.44	2.00	2.96	0.96
Other Income						
5920-00 - NSF & Late Charges	75.00	(15.00)	(90.00)	150.00	(3.00)	(153.00)
5930-00 - Damages & Cleaning Fees	0.00	5.00	5.00	125.00	23.40	(101.60)
5960-00 - Other Revenue	0.00	0.00	0.00	0.00	37.69	37.69
5991-00 - Application Fees	11.00	22.00	11.00	22.00	176.00	154.00
5992-00 - Legal Fees	384.00	0.00	(384.00)	384.00	0.00	(384.00)
Total Other Income	470.00	12.00	(458.00)	681.00	234.29	(446.71)
Total Income	23,951.00	24,477.44	526.44	47,643.00	50,589.25	2,946.25
Expenses						
Administrative Expenses						
6250-00 - Other Renting Expenses	25.00	0.00	(25.00)	75.00	0.00	(75.00)
6311-00 - Office Supplies	84.00	132.87	38.87	188.00	306.74	118.74
6311-05 - Computer Maintenance	297.00	208.92	(88.08)	594.00	418.40	(175.60)
6311-09 - Bank Service Charges	132.00	0.00	(132.00)	132.00	0.00	(132.00)
6313-00 - Postage	81.00	57.41	(23.59)	92.00	70.64	(21.36)
6315-00 - Resident Parties/Functions	0.00	0.00	0.00	351.00	0.00	(351.00)
6320-00 - Management Fee	1,584.00	1,836.00	252.00	3,168.00	3,672.00	504.00
6320-01 - Management Fee - Upload Fees	288.00	0.00	(288.00)	576.00	0.00	(576.00)
6330-00 - Manager Payroll	1,140.00	943.88	(196.12)	2,280.00	1,887.76	(392.24)
6330-01 - Leasing Agent	1,953.00	1,878.55	(74.45)	3,906.00	3,919.24	13.24
6332-00 - Education & Training	759.00	59.65	(699.35)	793.00	85.61	(707.39)
6340-00 - Legal Expense	384.00	64.00	(320.00)	384.00	64.00	(320.00)
6345-00 - Credit & Collections	11.00	149.80	138.80	22.00	242.18	220.18
6351-00 - Bookkeeping/Accounting Fee	220.00	220.00	0.00	440.00	440.00	0.00
6360-00 - Telephone/Pager/Internet Exp	143.00	87.17	(55.83)	286.00	232.92	(53.08)
6370-00 - Bad Debt Expense	0.00	0.00	0.00	125.00	0.00	(125.00)
6380-00 - Compliance Monitoring Fee	0.00	1,320.00	1,320.00	1,750.00	1,320.00	(430.00)
6390-03 - Employee Travel-Manager	251.00	254.31	3.31	316.00	266.98	(49.02)
Total Administrative Expenses	7,362.00	7,212.56	(149.44)	15,478.00	12,926.47	(2,551.53)
Utilities						
6450-01 - Electricity-Vacant	97.00	174.94	77.94	194.00	344.05	150.05
6450-03 - Utility Allowances	86.00	113.00	27.00	172.00	113.00	(59.00)
6451-00 - Water & Sewer	23.00	24.75	1.75	46.00	49.50	3.50
Total Utilities	206.00	312.69	106.69	412.00	506.55	94.55
Maintenance & Repairs						
6515-00 - Janitor & Cleaning Supplies	24.00	0.00	(24.00)	48.00	8.39	(39.61)
6519-00 - Exterminating Contract	102.00	96.57	(5.43)	204.00	289.71	85.71
6525-00 - Garbage & Trash Removal	21.00	20.46	(0.54)	42.00	40.76	(1.24)
6530-00 - Security Contract/Equip/Maint	15.00	15.55	0.55	30.00	31.10	1.10
6537-00 - Grounds Contract	1,400.00	1,400.00	0.00	2,800.00	2,800.00	0.00
6540-00 - Maintenance Payroll	2,799.00	1,612.54	(1,186.46)	5,598.00	3,374.48	(2,223.52)
6541-00 - Repairs Supplies/Materials	382.00	258.50	(103.50)	724.00	705.21	(18.79)
6542-00 - Repairs Contract	400.00	0.00	(400.00)	400.00	0.00	(400.00)
6542-01 - Repairs Contract-Electrical	0.00	0.00	0.00	225.00	0.00	(225.00)
6542-02 - Repairs Contract-Plumbing	275.00	0.00	(275.00)	275.00	0.00	(275.00)
6542-04 - Repairs Contract-Roof	0.00	0.00	0.00	625.00	0.00	(625.00)
6546-00 - HVAC Equip/Repair & Maint	194.00	45.77	(148.23)	388.00	155.77	(232.23)
6548-00 - Snow Removal	0.00	0.00	0.00	40.00	0.00	(40.00)
6555-00 - Occupied Unit Painting	0.00	0.00	0.00	225.00	0.00	(225.00)
6562-00 - Turnover Painting, Vacant	0.00	0.00	0.00	225.00	17.96	(207.04)
6565-00 - Turnover Cleaning	0.00	0.00	0.00	225.00	0.00	(225.00)
6590-05 - Uniforms	131.00	90.24	(40.76)	262.00	180.48	(81.52)
Total Maintenance & Repairs	5,723.00	3,539.63	(2,183.37)	12,336.00	7,603.86	(4,732.14)
Taxes & Insurance						
6711-00 - Payroll Taxes	541.00	377.44	(163.56)	1,082.00	806.75	(275.25)
6712-00 - 401K Expense	119.00	44.51	(74.49)	238.00	107.12	(130.88)
6720-00 - Property & Liability Insurance	1,496.00	1,512.33	16.33	2,992.00	3,024.66	32.66
6721-00 - Fidelity Bond Insurance	0.00	0.00	0.00	223.00	212.58	(10.42)
6722-00 - Worker's Compensation Ins	43.00	23.57	(19.43)	86.00	166.96	80.96
6723-00 - Health Ins/Other Benefits	1,104.00	692.97	(411.03)	2,208.00	1,481.36	(726.64)
Total Taxes & Insurance	3,303.00	2,650.82	(652.18)	6,829.00	5,799.43	(1,029.57)
Total Operating Expenses	16,594.00	13,715.70	(2,878.30)	35,055.00	26,836.31	(8,218.69)
Net Operating Income (Loss)	7,357.00	10,761.74	3,404.74	12,588.00	23,752.94	11,164.94
Non-Operating Expenses						
Other Non-Operating Expenses						
7010-00 - HVAC	2,200.00	0.00	(2,200.00)	2,200.00	0.00	(2,200.00)
7012-00 - Appliances	0.00	0.00	0.00	1,100.00	0.00	(1,100.00)
7014-00 - Carpet/Vinyl	0.00	0.00	0.00	5,300.00	0.00	(5,300.00)
7024-00 - Water Heaters	0.00	0.00	0.00	800.00	0.00	(800.00)
7027-00 - Office Equipment	0.00	0.00	0.00	1,100.00	0.00	(1,100.00)
7030-00 - Window Replacement	0.00	0.00	0.00	0.00	856.84	856.84
Total Other Non-Operating Expenses	2,200.00	0.00	(2,200.00)	10,500.00	856.84	(9,643.16)
Total Non-Operating Expenses	2,200.00	0.00	(2,200.00)	10,500.00	856.84	(9,643.16)
Net Income (Loss)	5,157.00	10,761.74	5,604.74	2,088.00	22,896.10	20,808.10

Location: Sherman Saunders Court
Upper Street

**Sherman Saunders Court
Income Statement
February 29, 2024**

Reporting Book:
As of Date:

ACCRUAL
02/29/2024

	Month Ending			Year To Date		
	Month Ending 02/29/2024	02/29/2024	Variance	Year To Date 02/29/2024	YTD Actual	YTD Variance
	Budget	Actual		YTD Budget	YTD Actual	YTD Variance
Income						
Rental Income						
5120-00 - Rent Revenue-Tenant	4,216.00	3,174.00	(1,042.00)	8,432.00	6,336.00	(2,096.00)
5121-00 - Rental Assistance - Subsidy	4,294.00	5,336.00	1,042.00	8,588.00	10,684.00	2,096.00
5122-00 - (Loss)/Gain to Lease	(128.00)	0.00	128.00	(256.00)	63.00	319.00
5220-00 - Vacancies	0.00	(1,449.00)	(1,449.00)	(750.00)	(2,949.00)	(2,199.00)
Total Rental Income	8,382.00	7,061.00	(1,321.00)	16,014.00	14,134.00	(1,880.00)
Net Rental Income						
	8,382.00	7,061.00	(1,321.00)	16,014.00	14,134.00	(1,880.00)
Financial Income						
5410-00 - Interest Income Project Oper	20.00	0.00	(20.00)	40.00	0.00	(40.00)
5440-00 - VHDA RR Interest Income	0.00	47.29	47.29	0.00	92.82	92.82
5491-00 - Interest Inc-Security Deposits	0.00	0.07	0.07	0.00	0.14	0.14
Total Financial Income	20.00	47.36	27.36	40.00	92.96	52.96
Other Income						
5920-00 - NSF & Late Charges	0.00	0.00	0.00	0.00	25.00	25.00
5930-00 - Damages & Cleaning Fees	250.00	0.00	(250.00)	250.00	50.00	(200.00)
5990-00 - Other Revenue	0.00	0.00	0.00	0.00	8.11	8.11
5991-00 - Application Fees	0.00	88.00	88.00	11.00	99.00	88.00
Total Other Income	250.00	88.00	(162.00)	261.00	182.11	(78.89)
Total Income	8,652.00	7,196.36	(1,455.64)	16,315.00	14,409.07	(1,905.93)
Expenses						
Administrative Expenses						
6250-00 - Other Renting Expenses	12.00	0.00	(12.00)	37.00	0.00	(37.00)
6311-00 - Office Supplies	23.00	15.34	(7.66)	46.00	46.32	0.32
6311-05 - Computer Maintenance	298.00	130.61	(167.39)	596.00	279.87	(316.13)
6311-09 - Bank Service Charges	0.00	0.00	0.00	132.00	0.00	(132.00)
6313-00 - Postage	8.00	19.94	11.94	16.00	38.84	22.84
6320-00 - Management Fee	500.00	500.00	0.00	1,000.00	1,000.00	0.00
6330-00 - Manager Payroll	74.00	65.10	(8.90)	148.00	130.20	(17.80)
6330-01 - Leasing Agent	127.00	128.71	1.71	254.00	268.64	14.64
6332-00 - Education & Training	59.00	9.12	(49.88)	68.00	15.02	(52.98)
6345-00 - Credit & Collections	0.00	32.10	32.10	11.00	35.84	24.84
6351-00 - Bookkeeping Fee/Accounting Svc	50.00	50.00	0.00	100.00	100.00	0.00
6360-00 - Telephone/Pager/Internet Exp	425.00	428.69	3.69	850.00	840.55	(9.45)
6370-00 - Bad Debt Expense	0.00	2.00	2.00	0.00	2.00	2.00
6380-00 - Compliance Monitoring Fee	0.00	450.00	450.00	0.00	450.00	450.00
6390-00 - Misc Administrative Expenses	0.00	0.00	0.00	10.00	0.00	(10.00)
6390-03 - Employee Travel-Manager	20.00	54.50	34.50	25.00	57.21	32.21
Total Administrative Expenses	1,596.00	1,886.11	290.11	3,293.00	3,264.49	(28.51)
Utilities						
6450-00 - Electricity	679.00	821.00	142.00	1,358.00	2,000.00	642.00
6450-01 - Electricity-Vacant	0.00	185.10	185.10	82.00	323.63	241.63
Total Utilities	679.00	1,006.10	327.10	1,440.00	2,323.63	883.63
Maintenance & Repairs						
6515-00 - Janitor & Cleaning Supplies	6.00	0.00	(6.00)	12.00	1.80	(10.20)
6519-00 - Exterminating Contract	80.00	0.00	(80.00)	80.00	0.00	(80.00)
6525-00 - Garbage & Trash Removal	113.00	112.81	(0.19)	226.00	211.49	(14.51)
6530-00 - Security Contract/Equip/Maint	2.00	1.08	(0.92)	4.00	2.16	(1.84)
6537-00 - Grounds Contract	375.00	375.00	0.00	750.00	700.00	(50.00)
6540-00 - Maintenance Payroll	183.00	110.77	(72.23)	366.00	231.18	(134.82)
6541-00 - Repairs Supplies/Materials	23.00	135.49	112.49	46.00	168.91	122.91
6546-00 - HVAC Equip/Repair & Maint	200.00	178.18	(21.82)	200.00	178.18	(21.82)
6548-00 - Snow Removal	0.00	0.00	0.00	150.00	0.00	(150.00)
6562-00 - Turnover Painting, Vacant	0.00	0.00	0.00	125.00	3.85	(121.15)
6565-00 - Turnover Cleaning	0.00	0.00	0.00	50.00	0.00	(50.00)
6590-05 - Uniforms	27.00	19.32	(7.68)	54.00	38.64	(15.36)
Total Maintenance & Repairs	1,009.00	932.65	(76.35)	2,063.00	1,536.21	(526.79)
Taxes & Insurance						
6710-00 - Real Estate Taxes	683.00	482.14	(200.86)	1,366.00	964.28	(401.72)
6711-00 - Payroll Taxes	38.00	25.87	(12.13)	76.00	55.25	(20.75)
6712-00 - 401K Expense	9.00	3.06	(5.94)	18.00	7.37	(10.63)
6720-00 - Property & Liability Insurance	354.00	365.83	11.83	708.00	731.66	23.66
6721-00 - Fidelity Bond Insurance	0.00	0.00	0.00	51.00	48.31	(2.69)
6722-00 - Workmen's Compensation Insur	10.00	1.63	(8.37)	20.00	3.36	(16.64)
6723-00 - Health Insur/Other EE Benefits	77.00	47.83	(29.17)	154.00	102.24	(51.76)
Total Taxes & Insurance	1,171.00	926.36	(244.64)	2,393.00	1,912.47	(480.53)
Total Operating Expenses	4,455.00	4,751.22	296.22	9,189.00	9,036.80	(152.20)
Net Operating Income (Loss)	4,197.00	2,445.14	(1,751.86)	7,126.00	5,372.27	(1,753.73)
Non-Operating Expenses						
Debt Services						
6820-00 - Interest 1st Mortgage/Bonds Payable	1,167.00	1,166.67	(0.33)	2,334.00	2,333.34	(0.66)
Total Debt Services	1,167.00	1,166.67	(0.33)	2,334.00	2,333.34	(0.66)
Other Non-Operating Expenses						
7012-00 - Appliances	0.00	1,909.54	1,909.54	0.00	1,909.54	1,909.54
Total Other Non-Operating Expenses	0.00	1,909.54	1,909.54	0.00	1,909.54	1,909.54
Total Non-Operating Expenses	1,167.00	3,076.21	1,909.21	2,334.00	4,242.88	1,908.88
Net Income (Loss)	3,030.00	(631.07)	(3,661.07)	4,792.00	1,129.39	(3,662.61)

Blaine Square
Income Statement
 February 29, 2024

Reporting Book:
 As of Date:
 Location:

ACCRUAL
 02/29/2024
 Blaine Square

	Month Ending			Year To Date		
	Month Ending 02/29/2024		02/29/2024	Year to Date 02/29/2024		02/29/2024
	Budget	Actual	Variance	YTD Budget	YTD Actual	YTD Variance
Income						
Rental Income						
5120-00 - Rent Revenue-Tenant	16,131.00	15,935.00	(196.00)	32,262.00	31,673.00	(589.00)
5121-00 - Rental Assistance - Subsidy	9,171.00	8,817.00	(354.00)	18,342.00	17,831.00	(511.00)
5122-00 - (Loss)/Gain to Lease	(1,618.00)	(1,495.00)	123.00	(3,236.00)	(2,676.00)	560.00
5220-00 - Vacancies	(523.00)	(2,150.00)	(1,627.00)	(1,046.00)	(4,616.00)	(3,570.00)
Total Rental Income	23,161.00	21,107.00	(2,054.00)	46,322.00	42,212.00	(4,110.00)
Net Rental Income						
	23,161.00	21,107.00	(2,054.00)	46,322.00	42,212.00	(4,110.00)
Financial Income						
5410-00 - Interest Income Project Oper	1.00	0.00	(1.00)	2.00	0.00	(2.00)
5430-00 - Interest Income-T & J Escrow	0.00	0.03	0.03	0.00	0.05	0.05
5440-00 - Interest Income-Regl Reserve	0.00	0.84	0.84	0.00	1.73	1.73
5440-01 - Interest Income - PH RR	0.00	0.66	0.66	0.00	1.36	1.36
5491-00 - Interest Inc-Security Deposits	0.00	0.16	0.16	0.00	0.32	0.32
Total Financial Income	1.00	1.69	0.69	2.00	3.46	1.46
Other Income						
5920-00 - NSF & Late Charges	25.00	137.00	112.00	50.00	224.00	174.00
5930-00 - Damages & Cleaning Fees	250.00	0.00	(250.00)	250.00	18.00	(232.00)
5990-00 - Other Revenue	0.00	0.00	0.00	0.00	33.85	33.85
5991-00 - Application Fees	11.00	55.00	44.00	22.00	176.00	154.00
5992-00 - Legal Fees	84.00	0.00	(84.00)	84.00	0.00	(84.00)
5994-00 - Pet Fees (Non Refundable)	40.00	20.00	(20.00)	80.00	40.00	(40.00)
5994-01 - Pet Rent	0.00	40.00	40.00	0.00	80.00	80.00
Total Other Income	410.00	252.00	(158.00)	486.00	571.85	85.85
Total Income	23,572.00	21,360.69	(2,211.31)	46,810.00	42,787.31	(4,022.69)
Expenses						
Administrative Expenses						
6250-00 - Other Renting Expenses	25.00	0.00	(25.00)	75.00	0.00	(75.00)
6311-00 - Office Supplies	93.00	119.03	26.03	186.00	274.48	88.48
6311-05 - Computer Maintenance	255.00	201.83	(53.17)	510.00	404.22	(105.78)
6311-09 - Bank Service Charges	0.00	11.00	11.00	114.00	11.00	(103.00)
6313-00 - Postage	81.00	49.40	(31.60)	92.00	68.93	(23.07)
6315-00 - Resident Parties/Functions	0.00	0.00	0.00	300.00	0.00	(300.00)
6320-00 - Management Fee	1,440.00	1,548.00	108.00	2,880.00	3,096.00	216.00
6320-01 - Management Fee - Upload Fees	216.00	0.00	(216.00)	432.00	0.00	(432.00)
6330-00 - Manager Payroll	1,041.00	846.24	(194.76)	2,082.00	1,692.48	(389.52)
6330-01 - Leasing Agent	1,783.00	1,684.68	(98.32)	3,566.00	3,514.89	(51.11)
6332-00 - Education & Training	681.00	53.67	(627.33)	721.00	77.27	(643.73)
6340-00 - Legal Expense	84.00	0.00	(84.00)	84.00	0.00	(84.00)
6345-00 - Credit & Collections	11.00	117.70	106.70	22.00	229.61	207.61
6351-00 - Bookkeeping/Accounting Fees	200.00	200.00	0.00	400.00	400.00	0.00
6360-00 - Telephone/Pager/Internet Exp	119.00	77.84	(41.16)	238.00	207.98	(30.02)
6370-00 - Bad Debt Expense	250.00	0.00	(250.00)	250.00	0.00	(250.00)
6380-00 - Compliance Monitoring Fee	0.00	1,800.00	1,800.00	0.00	1,800.00	1,800.00
6390-03 - Employee Travel-Manager	305.00	227.08	(77.92)	380.00	238.39	(141.61)
Total Administrative Expenses	6,584.00	6,936.47	352.47	12,332.00	12,015.28	(316.75)
Utilities						
6450-01 - Electricity-Vacant	54.00	72.14	18.14	108.00	488.52	380.52
6450-03 - Utility Allowances	124.00	161.00	37.00	248.00	322.00	74.00
6451-00 - Water & Sewer	28.00	11.68	(16.32)	56.00	100.88	44.88
Total Utilities	206.00	244.82	38.82	412.00	911.40	499.40
Maintenance & Repairs						
6515-00 - Janitor & Cleaning Supplies	17.00	0.00	(17.00)	34.00	7.49	(26.51)
6519-00 - Extermination Contract	442.00	86.58	(355.42)	534.00	256.74	(277.26)
6525-00 - Garbage & Trash Removal	16.00	9.87	(6.13)	32.00	79.96	47.96
6530-00 - Security Contract/Equip/Maint	18.00	13.94	(4.06)	36.00	27.88	(8.12)
6537-00 - Grounds Contract	1,100.00	1,100.00	0.00	2,200.00	2,200.00	0.00
6540-00 - Maintenance Payroll	2,555.00	1,446.23	(1,108.77)	5,110.00	3,026.15	(2,083.85)
6541-00 - Repairs Supplies/Materials	306.00	549.21	243.21	612.00	1,378.24	766.24
6542-01 - Repairs Contract-Electrical	250.00	0.00	(250.00)	250.00	0.00	(250.00)
6542-02 - Repairs Contract-Plumbing	0.00	0.00	0.00	0.00	428.50	428.50
6542-05 - Repairs Contract-Appliance	0.00	0.00	0.00	225.00	0.00	(225.00)
6546-00 - HVAC Equip/Repair & Maint	425.00	0.00	(425.00)	850.00	0.00	(850.00)
6548-00 - Snow Removal	0.00	0.00	0.00	20.00	0.00	(20.00)
6555-00 - Occupied Unit Painting	0.00	0.00	0.00	240.00	0.00	(240.00)
6562-00 - Turnover Painting, Vacant	0.00	91.17	91.17	225.00	107.21	(117.79)
6565-00 - Turnover Cleaning	0.00	0.00	0.00	225.00	0.00	(225.00)
6590-05 - Uniforms	123.00	80.60	(42.40)	246.00	161.20	(84.80)
Total Maintenance & Repairs	5,252.00	3,377.60	(1,874.40)	10,839.00	7,676.37	(3,162.63)
Taxes & Insurance						
6711-00 - Payroll Taxes	488.00	338.48	(149.52)	976.00	723.51	(252.49)
6712-00 - 401K Expense	108.00	39.91	(68.09)	216.00	96.06	(119.94)
6720-00 - Property & Liability Insurance	1,362.00	1,377.50	15.50	2,724.00	2,755.00	31.00
6721-00 - Fidelity Bond Insurance	0.00	0.00	0.00	203.00	193.25	(9.75)
6722-00 - Worker's Compensation Ins	55.00	21.15	(33.85)	110.00	145.63	35.63
6723-00 - Health Ins/Other Benefits	989.00	621.30	(367.70)	1,978.00	1,328.14	(649.86)
Total Taxes & Insurance	3,002.00	2,398.34	(603.66)	6,207.00	5,241.59	(965.41)
Total Operating Expenses	15,044.00	12,957.23	(2,086.77)	29,790.00	25,844.61	(3,945.39)
Net Operating Income (Loss)	8,528.00	8,403.46	(124.54)	17,020.00	16,942.70	(77.30)
Non-Operating Expenses						
Other Non-Operating Expenses						
7010-00 - HVAC	2,300.00	0.00	(2,300.00)	2,300.00	0.00	(2,300.00)
7012-00 - Appliances	1,100.00	0.00	(1,100.00)	1,650.00	484.32	(1,165.68)
7014-00 - Carpet/Vinyl	0.00	0.00	0.00	5,300.00	3,115.00	(2,185.00)
7024-00 - Water Heaters	600.00	0.00	(600.00)	600.00	503.31	(96.69)
7030-00 - Window Replacement	0.00	368.87	368.87	0.00	368.87	368.87
Total Other Non-Operating Expenses	4,000.00	368.87	(3,631.13)	9,850.00	4,471.50	(5,378.50)
Total Non-Operating Expenses	4,000.00	368.87	(3,631.13)	9,850.00	4,471.50	(5,378.50)
Net Income (Loss)	4,528.00	8,034.59	3,506.59	7,170.00	12,471.20	5,301.20