



Alexandria Redevelopment & Housing Authority
401 Wythe Street
Alexandria, Virginia 22314
www.arha.us

Request for Proposal

RFP No: P-16-08

**Executive Search Services for Recruitment
& Placement of Chief Executive Officer**

Issue Date:
December 07, 2016

Proposal Due Date:
January 17, 2016 @ 2.00 P.M EST

Contact Information:

Mohammad Mohib Siddiqi
Procurement Manager
Tel: (703) 549-7115 Ext: 234
Fax: (703) 823-3252
Email: msiddiqi@arha.us

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

RFP Documents

Table of Contents

[Table No. 1]

Section	Description	Page
	Introduction	3
	RFP Information at a Glance	4
1.0	ARHA'S Reservation of Rights	5
2.0	Scope of Work/Technical Specifications	5
2.1	Deliverables	6
2.2	General Requirements	7
2.3	Correspondence	7
2.4	Related Experience	7
2.5	References	8
2.6	Availability of Record	8
2.7	Availability of Funds	8
2.8	Assignment or Transfer	9
2.9	Termination	9
2.10	Patents and Royalties	9
2.11	Standard of Conduct	9
2.12	Conflict of Interest	9
2.13	Removal of Employees	9
2.14	Supervision	10
2.15	Statement of Ownership	10
3.0	Proposal Format	10
3.1	Proposal Contents and Order of Presentation	10
3.2	Fixed Fee Schedule	11
3.3	Proposal Submission	12
3.4	Proposer's Responsibilities--Contact With ARHA	13
3.5	Recap of Attachments	13
4.0	Proposal Evaluation	14
4.1	Evaluation Factors	14
4.2	Evaluation Method	15
5.0	Contract Award	16
5.1	Contract Award Procedure	16
5.2	Contract Conditions	16
5.3	Licensing and Insurance Requirements	17
5.4	Right to Negotiate Final Fees	18
5.5	Contract Services Standards	18
5.6	Index of Tables	18

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

INTRODUCTION

The Alexandria Redevelopment and Housing Authority (ARHA), a political subdivision was organized under the laws of the Commonwealth of Virginia in 1939. ARHA owns and manages 769 units of conventional public housing, 109 units of project based (Moderate Rehabilitation) vouchers and 223 units of market-rate housing in multi-family and single family sites throughout the City of Alexandria and provides rental assistance to approximately 1,926 households under the Section 8 Housing Choice Voucher program. ARHA also manages and funds through the U.S. Department of Housing and Urban Development (HUD), and other sources, a variety of social services, community and economic development programs for the residents of its developments.

The Authority is headed by the Chief Executive Officer (CEO) and is governed by a nine-person Board of Commissioners, and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and ARHA’s procurement policy.

For more than 77 years, ARHA has used its resources to eliminate blight and develop affordable housing in the City of Alexandria. ARHA’s mission is to provide decent, safe and affordable housing to low and moderate-income citizens of the City of Alexandria and to implement community development programs.

In keeping with its mandate to provide efficient and effective services, ARHA is now soliciting proposals from qualified, licensed and insured entities to provide executive search services for recruitment and placement of the Chief Executive Officer. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

RFP INFORMATION AT A GLANCE

[Table No. 2]

ARHA CONTACT PERSON	Mohammad Mohib Siddiqi Department of Finance Procurement Manager Tel: 703-549-7115 Ext: 234 Fax: 703-823-3252 Email: msiddiqi@arha.us
HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE	<ol style="list-style-type: none"> 1. Access nahro.economicengine.com (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. <p>If you have any problems in accessing or registering on the system, please call customer support at: 1-866-526-9266. Email: larry.t.hancock@gmail.com</p>
PRE-PROPOSAL CONFERENCE	December 15, 2016@ 2.00 PM
DEADLINE FOR RECEIPT OF QUESTIONS VIA NAHRO E-PROCUREMENT.	December 22, 2016 @ 2.00 PM
DATE OF ADDENDUM FOR REPOSE TO QUESTIONS	December 28, 2016
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	As instructed within Section 3.0 of the RFP document, submit one (1) original plus five (5) hard copies of your response to the RFP to ARHA Procurement Department.
PROPOSAL SUBMITAL DEADLINE	<u>Tuesday, January 17, 2016, 2.00 PM EST</u> Procurement Department Alexandria Redevelopment & Housing Authority 401 Wythe Street Alexandria, Virginia 22314
ANTICIPATED COMMENCEMENT OF THE WORK	Goal is to award by February, 2016

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

1.0 ARHA’S RESERVATION OF RIGHTS:

- 1.1** ARHA reserves the right to reject any or all proposals, to waive any informality in the Request for Proposals (RFP) process, or to terminate the RFP process at any time, if deemed by ARHA to be in its best interests.
- 1.2** ARHA reserves the right not to award a contract pursuant to this RFP.
- 1.3** ARHA reserves the right to 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** ARHA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5** ARHA reserves the right to 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 Contracting Officer (CO).
- 1.6** ARHA reserves the right to negotiate the fees proposed by the proposer entity.
- 1.7** ARHA reserves the right to 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** ARHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9** ARHA shall reserve the right 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 nahro.economicengine.com Internet System (hereinafter, the “noted Internet System” or the “System”) and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and the noted Internet System, 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 ARHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve ARHA, but not the prospective proposer, of any responsibility pertaining to such issue.

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS (SOW/T/S):

ARHA is seeking proposals from qualified professional firms or individuals to assist ARHA in recruiting and selecting candidates for the chief executive officer position with ARHA. The successful firm or individual (hereinafter referred to as the “Consultant”) shall recruit nationally for highly qualified candidates.

The purpose of this RFP is to select the most qualified Consultant that will provide executive search services. The Consultant must be able to provide the services described in this RFP within the time frame required by ARHA.

The Consultant shall have qualifications and experience to perform the following:

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

- The Consultant will assist the Board to develop an ideal candidate profile and strategy for carrying out the recruitment process, involving the outreach to applicants from diverse backgrounds to apply.
- The Consultant will establish a process for obtaining feedback from key partners, stakeholders, staff, residents and city officials on the requested duties and responsibilities, skills, knowledge, abilities and personal traits required for the position.
- Conduct a nationwide recruitment for the Chief Executive Officer;
- Develop appropriate recruitment criteria based on the position being recruited, to reflect the necessary work experience and personal characteristics;
- Utilize appropriate recruitment resources to solicit qualified candidates;
- Adequately coordinate all recruitment activities, including identification of outstanding candidates, preparation and distribution of invitations to apply, making follow-up contact with potential candidates, update candidates of their status in the process, and notification regarding overall recruitment results, in a timely manner;
- Submit a list of semi-finalists to ARHA Board of Commissioners (the “Board”) for review and consideration;
- Coordinate interviews with semi-finalists and the Board, and ultimately with the finalist. Prepare interview booklets for use during the interview process;
- The Consultant shall conduct a nationwide search to identify candidates suitable for the position in accordance with the job specifications as provided by ARHA and in accordance with any additional guidance provided by ARHA;
- The Consultant shall screen all candidates identified for referral to ARHA, including, verification of academic credentials and/or licensing, dates and circumstances of prior employment and checking of all references provided by the candidate prior to referral to ARHA;
- The Consultant shall provide a twelve (12) month guarantee of placement;
- The Consultant and ARHA will provide the candidates with any necessary information requested to sufficiently evaluate the opportunity;
- The search will be conducted by the Consultant in compliance with all applicable federal, state laws and local laws, executive orders, rules, regulations and programs.; and
- ARHA will not be liable for any costs incurred by the Consultant in responding to this RFP.

2.1 DELIVERABLE:

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; long distance telephone calls; travel; document copying; etc.

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

2.2 GENERAL REQUIREMENTS:

All submittals must conform to requirements outlined herein. ARHA reserves the right to require oral presentation by proposers and to request additional information during the proposal review period.

All costs incurred, directly or indirectly, in response to this request for proposals shall be the sole responsibility of and shall be borne by the proposer.

The selected firm(s) shall:

- Complete written documentation of materials in a manner suitable for use by ARHA, the Board and HUD;
- Coordinate all services with ARHA;
- Coordinate all services with other parties as deemed necessary by ARHA;
- Provide the basis, source, and methodology for arriving at conclusions in all reports; and
- List the firm's name, contact person, telephone number, resumes and profile of expected participants in the procurement of this service. The submittal must provide an execution plan including a schedule indicating how this work contemplated here in will be accomplished. There may be subsequent instructions issued to the successful candidate in connection with the final process. The submittal must make provisions to meet and comply with all applicable laws and regulatory criteria.

2.3 CORRESPONDENCE:

Requests for additional information related to this RFP should be made in writing and directed to Mohammed Siddiqi, Procurement and Contracting Officer in order to allow issuance of any necessary amendment to the RFP.

An amendment may be issued prior to the opening of the submittals for the purpose of changing or clarifying the intent of this RFP. All amendments shall be binding in the same way as if originally written in this RFP.

Any interpretation affecting all proposers made prior to the submittal due date will be issued in the form of an amendment. ARHA will not be bound by or responsible for any other explanations or interpretations of this RFP package other than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations will not be binding upon ARHA or its representatives.

2.4 RELATED EXPERIENCE:

Provide, as a minimum, the following information for both the firm(s) and consultant(s):

- 1) A statement of individual(s) or firm(s) services provided on projects of a similar nature (provide names, title, and telephone number of the owner's representative for each project). The proposer shall have a demonstrated record of recruitment for executive level positions within public housing agencies; and
- 2) List of all key members of firm(s) and any consultant(s) who will be assigned to this project. Indicate the level of effort and function of each member on the project. Description of

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

organization structure to showing how the key members will be involved. Include resumes of these individuals. The resumes should include the following minimum information:

- a. Name;
- b. An explanation of the function they will perform and their title by classification;
- c. Their relevant educational background;
- d. Their relevant work experience;
- e. Their work experience with governmental clients; and
- f. Any specialized skills, training, and/or credentials that are relevant to the required services.

2.5 REFERENCES:

Provide a list of companies, housing authorities or governmental organizations to which your firm(s) currently or previously provided Executive Search Services. If this does not include at least three (3) entities, then provide the names of the entities for which similar services have been provided. For each entity include:

- 1) The term (beginning and ending dates) of your contract agreement(s);
- 2) A brief description of the scope of work; and
- 3) The name, address, email address, facsimile and telephone number of the representative of your client that administered your contract(s). E-mail and/or facsimile are required.

The professional individual(s) or firm(s) hereby authorize(s) and request(s) any person, firm, corporation and/or governmental entity to furnish any information requested by ARHA in verification of the references provided and for determining the quality and timeliness of providing the services.

If a firm and reasonable price agreement, as determined by ARHA cannot be successfully reached with the most qualified firm, ARHA will follow the same procedure with the second qualified firm and if necessary, the third, etc.

Based on its evaluation, the search committee will make a recommendation to the Board to award a contract.

2.6 AVAILABILITY OF RECORDS:

HUD, the Inspector General of the United States, ARHA, and any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the individual(s) or firm(s) office or firm, which shall relate to the performance of the services to be provided.

2.7 AVAILABILITY OF FUNDS:

Funding for this project will utilize Federal funds granted by the HUD. The selected proposer must comply with all applicable federal laws and regulations, as well as state laws and local ordinances. In the event that funds to be used to finance the services requested under this RFP or subsequent contract become unavailable, ARHA may cancel the award and all binding agreements will become null and void upon no less than 24 hours' notice in writing. Said notice shall be delivered by certified mail, return receipt requested. ARHA shall be the final authority to determine the non-availability of funds.

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

2.8 ASSIGNMENT OR TRANSFER:

The successful firm shall not assign or transfer any interest in the contract in whole or in part, without written approval of ARHA. Any assignment or transfer in contravention of this provision shall be void ab initio.

2.9 TERMINATION:

Irrespective of any default hereunder, ARHA may at any time in sole discretion (for convenience or cause) terminate the contract in whole or in part, and in such event the consultant shall be entitled to receive equitable compensation for all undisputed work completed and accepted, prior to such termination or cancellation.

2.10 PATENTS AND ROYALTIES:

The successful firm(s) shall indemnify and save harmless ARHA, its employees, agents, representatives, officers and Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or not patented inventions, process or article manufactured or used in the performance of the contract, including its use ARHA. If the individual(s) or firm(s) use(s) any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood that the firm(s) shall include all royalties or cost arising from the use of such design, device, or materials involved in the work.

2.11 STANDARDS OF CONDUCT:

The successful proposer shall be responsible for maintaining satisfactory standards of employee competency, conduct, courtesy, appearance, honesty, integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

2.12 CONFLICT OF INTEREST:

No employee, officer or agent of ARHA shall participate directly or indirectly in the selection or in the award of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in an agency selected for award is held by:

- an employee, officer or agent involved in making the award; or his/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half- brother, or half-sister; or
- his/her business or professional partner; or
- an organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

2.13 REMOVAL OF EMPLOYEES:

ARHA may request the successful firm(s) to immediately remove from assignment to ARHA contract or to dismiss any employee found unfit to perform duties due to one or more of the following reasons including by not limited to:

- Neglect of duty;
- Disorderly conduct, use of abusive or offensive language, quarreling or fighting;

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

- Theft, vandalism, immoral conduct or any other criminal activity; and or
- Selling, consuming, possession, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at ARHA.

2.14 SUPERVISION:

The successful proposer shall provide competent supervision at all times during the performance of the contract. A qualified project manager and one alternate shall be designated in writing to ARHA prior to execution of the contract. The project manager or his/her designee must be available to meet with ARHA personnel as required upon prior at reasonable notice. The successful proposer shall provide the telephone number(s) where its representative(s) can be reached.

2.15 STATEMENT OF OWNERSHIP:

The firm's submittal shall contain an explicit statement of the legal entity with which ARHA will contract: name, address, phone number, and name of principal person assigned to negotiate on behalf of the firm(s). Furthermore, the firm(s) shall identify principals of any participating professional firms which subcontracts or joint ventures with the firm(s), including names, addresses, position, and description of the extent of participation in the project. If the firm(s) is a subsidiary, its relationship to parent company (ies) shall be disclosed. The firm(s) shall identify the organization and management approach to the project, as well as identify individuals who will be assigned to key management positions. Resumes of these individuals must be provided.

3.0 PROPOSAL FORMAT: An original proposal and five (5) copies must be submitted and include the components as explained below.

3.1 Proposal Content and Order of Presentation:

ARHA intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value" in that ARHA will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that ARHA can properly evaluate the offers received, all proposals submitted in response to this RFP must use the following section headings:

[Table No. 3]

RFP Section	Tab No.	Description
3.1.1	1	Letter of Transmittal
3.1.2	2	Form of Proposal: This Form is attached hereto as Attachment A to this RFP document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	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:
3.1.3.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer's Professional and Technical Competence as verified by licenses and/or other certifications. Attach documentation of certification to perform Executive Search Services.
3.1.3.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer's Demonstrated Experience with projects similar in size and type, particular

REQUEST FOR PROPOSALS (RFP) NO. P-16-08

**Executive Search Services for Recruitment
& Placement of Chief Executive Officer**

		housing authority’s Executive Search Services. All proposals shall reference experience with ARHA and include three (3) or more references other than ARHA for previous similar type contracts.
3.1.3.3		The client’s name, address, and phone number.
3.1.3.4		The client’s contract name, title, phone number and email.
3.1.3.5		A brief description and scope of the service(s) and the dates the services were provided, including housing agencies where similar Executive Search Services have been performed.
3.1.3.6		Include: if appropriate, how staff are retained, screened, trained, and monitored and proposer’s quality control program.
3.1.3.7		Include: A complete description of the products and services the individual/firm provides.
3.1.3.8		Include Other Information (Optional Item): The proposer may include hereunder any other general information that the proposer believes is appropriate to assist ARHA in its evaluation.
3.1.4	4	Form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract: Attachment C
3.1.5	5	Non-Collusive Affidavit – Attachment D
3.1.6	6	Equal Employment Opportunity Certification, Form HUD-92010 – Attachment E
3.1.7	7	Section III Compliance Clause & Commitment Form – Attachment F
3.1.8	8	Certification for Business Concerns Seeking Section 3 Preference in Contracting & Demonstration of Capability – Attachment G
3.1.9	9	Eligibility for Preference – Attachment H
3.1.10	10	Minority Business & Section III Participation Commitment Form – Attachment I
3.1.11	11	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 proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. List of Subcontractor’s – Attachment J
3.1.12	12	Client References – Attachment K
3.1.13	13	Form W-9 – Request for Taxpayer Identification Number & Certification – Attachment L
3.1.14	14	Fixed Fee Schedule (Attachment R)
3.1.15	15	A copy of the bidder’s business license - allowing the bidder to provide such services within City of Alexandria, Virginia
3.1.16	16	Other Information (Optional Item): The proposer may include hereunder any other general information that the proposer believes is appropriate to assist ARHA in its evaluation.

3.1.17 Proposal Submittal Binding Method:

It is preferable and recommended that the proposer bind the proposal submittals in such a manner that ARHA can, if needed, remove the binding (i.e. “comb-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.

3.2 Fixed Fee Schedule:

The proposed lump sum amount shall be entered on the Fixed Fee Schedule (Attachment R). The proposer should propose a lump sum amount for the final report being submitted. This will be used to score Factor No. 1 of the evaluation. Compensation will be given only for

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

actual work performed.

Do NOT submit, enter, or refer to any fees or costs within the tabbed "hard copy" proposal submitted; any proposal that does so will be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the proposer will incur to provide the noted services, including but not limited to: employee wages and benefits, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, telephone calls, mailing supplies, postage, travel cost, clerical support, etc.

3.2.1 If the proposer believes that an addition to or modification of work is beyond the general scope of the agreement, it must notify ARHA in writing within ten (10) days of being notified to begin such work. The final administrative authority in settling such disputes shall rest with ARHA.

3.3 Proposal Submission:

All proposals must be submitted and time-stamped received in the designated ARHA 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 5 exact copies (each of the 6 separate proposal submittals shall have a cover and extending tabs) of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

Alexandria Redevelopment & Housing Authority
Mohammad Mohib Siddiqi
Procurement Manager
401 Wythe Street
Alexandria Virginia 22314

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.

3.3.1 Submission Conditions:

DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED

Proposers 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 ARHA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, ARHA decides that any such entry has not changed the intent of the proposal that ARHA intended to receive, ARHA may accept the proposal and the proposal shall be considered by ARHA as if those additional marks, notations or requirements were not entered on such.

By accessing the noted Internet System, registering and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that ARHA 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/or by addendum pertaining to this RFP.

REQUEST FOR PROPOSALS (RFP) NO. P-16-08

**Executive Search Services for Recruitment
& Placement of Chief Executive Officer**

3.3.2 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 ARHA, including the RFP document, the documents listed within the following Section 3.1, 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 the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of ARHA requirements contained within the documents may cause that proposer to not be considered for award.

3.4 Proposer's Responsibilities--Contact with ARHA:

It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the Procurement Manager only. Proposers must not make inquiry or communicate with any other ARHA 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 ARHA to refuse to consider a proposal submittal received from any proposer who ARHA determines did not abide by this directive.

3.4.1 Addenda:

All questions and requests for information must be addressed in writing to the Procurement Manager. The Procurement Manager 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 Procurement Manager will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between ARHA 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 Procurement Manager—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 Procurement Manager may not respond to the prospective proposer's inquiries. However, the Procurement Manager will direct him/her to submit such inquiry in writing so that the Procurement Manager may more fairly respond to all prospective proposers in writing by addendum.

3.5 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. 4]

RFP Section	Attachment	Attachment Description
3.5.1	A	Form of Proposal
3.5.2	B	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>

REQUEST FOR PROPOSALS (RFP) NO. P-16-08

**Executive Search Services for Recruitment
& Placement of Chief Executive Officer**

3.5.3	C	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.5.4	D	Non-Collusive Affidavit
3.5.5	E	Form HUD-92010 Equal Employment Opportunity Certification,
3.5.6	F	Section III Compliance Clause and Commitment Form
3.5.7	G	Certification for Business Concerns Seeking Section 3
3.5.8	H	Eligibility for Preference
3.5.9	I	Minority Business and Section III Participation
3.5.10	J	Contractor's Certification Regarding Subcontractors
3.5.11	K	Client References
3.5.12	L	Form W-9 Request for Taxpayer Identification Number
3.5.13	M	Sample Contract
3.5.14	O	Supplemental Terms and Conditions of the Contract
3.5.15	P	Sample Notice to Proceed
3.5.16	R	Fixed Fee Schedule

4.0 PROPOSAL EVALUATION:

4.1 Evaluation Factors:

The following factors will be utilized by ARHA 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. 5]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	30 points	Objective	The PROPOSED COSTS the proposer will charge ARHA to complete the required work.
2	25 points	Subjective (Technical)	The proposers' PROFESSIONAL AND TECHNICAL COMPETENCE - All proposals shall include information on licenses and/or certifications and any equipment necessary to perform the tasks.
3	35 points	Subjective (Technical)	The proposers' DEMONSTRATED EXPERIENCE with projects similar in size and type, particularly redevelopment and housing authorities. All proposals shall list any previous experience with ARHA and include at least three (3) or more references other than ARHA for previous similar type contracts to include address, telephone number, contact person, and email address.
4	10 points	Subjective (Technical)	The proposers should clearly identify the project SCHEDULE including all deliverable and milestones. Describe your firms overall methodology and approach to successfully recruit an experienced and qualified Chief Executive Officer.
	100 points	100 points	Total Points

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

4.2 Evaluation Method:

- 4.2.1 Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). ARHA reserves the right to reject any proposals deemed by ARHA not minimally responsive (ARHA will notify such firms in writing of any such rejection).
- 4.2.2 Evaluation Packet:**
An evaluation packet will be prepared for each evaluator, including the following documents:
- 4.2.2.1** Instructions to Evaluators;
 - 4.2.2.2** Proposal Tabulation Form; and
 - 4.2.2.3** Copy of all pertinent RFP documents.
- 4.2.3 Evaluation Committee:** ARHA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive 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 3.3 of this document, the designated Procurement Manager is the only person at ARHA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement will cause such proposer(s) to be eliminated from consideration for award.
- 4.2.4 Evaluation:** The appointed evaluation committee, independent of the Procurement Manager or any other person at ARHA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors Nos. 1, 2, 3, and 4. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Procurement Manager.
- 4.2.5 Schedule:** Each proposer should indicate the period of time it will take to perform and complete the **Preparation and Search** phases of this engagement. ARHA reserves the option to utilize the proposer to assist with the **On-Boarding** phase of this engagement. The proposer shall submit the initial shortlist of viable candidates to ARHA no later than Forty-five (45) days after the CEO position is publically announced.
- 4.2.6 Determination of Top-ranked Proposer:** The points awarded by the Evaluation Committee shall be the final ranking.
- 4.2.7 Award Recommendation:** As detailed within the following Section 5.1.1, if the ensuing contract award is \$50,000.00 or greater, the final ranking will be forwarded to the Board at their next regularly scheduled meeting for approval. The Board will then make its determination as to whether or not to accept the CEO's recommendation. Contract price negotiations may, at ARHA's option, be conducted prior to and/or after the BOC approval.

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

4.2.8 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:

4.2.7.1 Which proposer received the award;

4.2.7.2 Where each proposer placed in the process as a result of the evaluation of the proposals received; and

4.2.7.3 Each proposer's right to a debriefing.

4.2.9 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 ARHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on ARHA evaluation committee.

5.0 CONTRACT AWARD:

5.1 Contract Award Procedure:

If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

5.1.1 By completing, executing and submitting the Form of Proposal, Attachment A, the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by ARHA, either in hard copy or on the noted eProcurement System," including the contract clauses already attached as Attachment O. Accordingly, ARHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 Contract Conditions:

The following provisions are considered mandatory conditions of any contract award made by ARHA pursuant to this RFP:

5.2.1 Contract Form:

ARHA will not execute a contract on the successful proposer's form. Contracts will only be executed on ARHA form (please see Sample Contract, Attachments (M and O), and by submitting a proposal the successful proposer agrees to do so (please note that ARHA reserves the right to amend this form as ARHA deems necessary).

However, ARHA will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for ARHA to do so; but the failure of ARHA to include such clauses does not give the successful proposer the right to refuse to execute ARHA's contract form.

It is the responsibility of each prospective proposer to notify ARHA, 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.

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

ARHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by ARHA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.1.1 Please note that ARHA have 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.

5.2.2 Assignment of Personnel:

ARHA shall retain the right to demand and receive a change in personnel assigned to the work if ARHA believes that such change is in the best interest of ARHA and the completion of the contracted work.

5.2.3 Unauthorized Sub-Contracting Prohibited: The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with ARHA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO.

5.3 Licensing and Insurance Requirements: Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:

5.3.1 An original certificate evidencing the proposer's current commercial (worker's compensation) insurance carrier and coverage amount;

5.3.2 An original certificate evidencing General Liability coverage, naming ARHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of ARHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;

5.3.3 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 \$2,000,000), with a deductible of not greater than \$1,000;

5.3.4 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.

5.3.5 A copy of the proposer's business license allowing that entity to provide such services within the City of Alexandria, Virginia.

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

5.3.6 If applicable, a copy of the proposer's license issued by the Commonwealth of Virginia licensing authority allowing the proposer to provide the services detailed herein.

5.4 Right To Negotiate Final Fees:

ARHA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at ARHA's option, be the basis for the beginning of negotiations. Such negotiations shall begin after ARHA has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within five (5) business days, ARHA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer.

ARHA 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).

5.5 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.

Index of Tables

[Table No. 6]

Table	Description	Page
1	Table of Contents	2
2	RFP Information at a Glance	4
3	Proposal Content and Order of Presentation	10
4	Recap of Attachments	13
5	Evaluation Factors	14
6	Index of Tables	18

**REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer**

FORM OF PROPOSAL (Attachment A)
--

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed proposal submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer's Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(Five copies of each proposal, including one with original signatures)</i>
_____	Tab 2 Form of Proposal (Attachment A)
_____	Tab 4 Form HUD-5369-C (Attachment C)
_____	Tab 5 Non-Collusive Affidavit (Attachment D)
_____	Tab 6 Form HUD 92010 (Attachment E)
_____	Tab 7 Section III Compliance Clause & Commitment Form (Attachment F)
_____	Tab 8 Certification for Business Concerns Seeking Section 3 (Attachment G)
_____	Tab 9 Eligibility for Preference (Attachment H)
_____	Tab 10 Minority Business and Section III Participation (Attachment I)
_____	Tab 11 Contractor's Certification Regarding Subcontractors (Attachment J)
_____	Tab 12 Client References (Attachment K)
_____	Tab 13 Form W-9 Request for Taxpayer Identification Number (Attachment L)
_____	Tab 14 Fixed Fee Schedule (Attachment R)

(Offeror Name)

(Street Address)

(City/State/Zip)

(Telephone, FAX and Email Address)

(State License No.)

(Federal I.D. and/or SSN)

The above Offeror is an: () Individual () Corporation () Partnership () Joint Venture
Consisting of _____

REQUEST FOR PROPOSALS (RFP) NO. P-16-08

**Executive Search Services for Recruitment
& Placement of Chief Executive Officer**

_____. () Licensed to do business in
the State where project is located.

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES___ or NO____. If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 9, which priority are you claiming? _____.

ADDENDA (Offeror acknowledges receipt of the following Addenda):

Addenda No. _____ Date: _____

Addenda No: _____ Date: _____

PROPOSER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided within the noted Internet System, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, either in hard copy or on the noted Internet System, including an agreement to execute the attached Sample Contract form. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HA with the services described herein for the fee(s) entered within the areas provided within the noted Internet System pertaining to this RFP.

Signature

Printed Name

Date

Attachment – B

Instructions to Offerors Non-Construction

Form HUD-5369-B

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Attachment – C

Certifications and Representations of Offerors

Non-Construction Contract

Form HUD-5369-C

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

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

1. Contingent Fee Representation and Agreement

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

- (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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers 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/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

ATTACHMENT D

NON-COLLUSIVE AFFIDAVIT

(Prime Bidder)

State of _____

County of _____

_____, being first duly sworn, deposed and says that he/she is a partner or officer of the firm of, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or any other bidder, or to fix overhead, profit or cost element of said price, or that of any other bidder, or to secure any advantage against the Alexandria Redevelopment and Housing Authority, of any personal interest in the proposed contract; and, that all statements in said proposal or bid are true.

Signed: _____
(Bidder, if the bid is an individual;
Partner, if the bid is a partnership;
Officer, if the bid is a corporation)

Subscribed and sworn to before me this

Day of _____, 2016.

My commission expires _____, 20

Attachment – E

Equal Employment Opportunity Certification

Form HUD-92010

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will 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 the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgage are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will 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, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment & Placement of Chief Executive Officer

ATTACHMENT F

SECTION III COMPLIANCE CLAUSE AND COMMITMENT FORM

- 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 implements 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.

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment & Placement of Chief Executive Officer

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

Definitions

Low Income Person as used above means a **resident of the City of Alexandria** at or below 80% of medium income as shown in the Income Table below.

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

Applicability

This Contract plus all Subcontracts at any tier of \$100,000 or more

Reporting

The Contractor will be required to report all new hires employed as a result of this Contract and to determine and report whether or not any of these new hires may be defined as low income persons based upon the above stated definition and by employing the income table below. For Subcontracts of \$100,000 or more the Contractor will be responsible for requiring the Subcontractor to (a) report all new hires employed as a result of this Contract and to determine and report whether or not any of these new hires may be defined as low income persons based upon the above stated definition and by employing the income table below and (b) determine whether or not the Subcontractor may be defined as a low income person or a Section III Business based on the above stated definitions and income table below. These requirements apply to any tier of Subcontractors.

INCOME TABLE

This table shows 80% of median income for the City of Alexandria for the designated number of persons in a family.

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment & Placement of Chief Executive Officer

Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low (50% Income Limits)	\$38,050	\$43,450	\$48,900	\$54,300	\$58,650	\$63,000	\$67,350	\$71,700
Extremely Low (30% Income Limits)	\$22,850	\$26,100	\$29,350	\$32,600	\$35,250	\$37,850	\$40,450	\$43,050
Low (80% Income Limits)	\$49,150	\$56,150	\$63,150	\$70,150	\$75,800	\$81,400	\$87,000	\$92,600

SECTION III COMPLIANCE FORM

 Contractor

 Address

 City, State, Zip Code

Reference Project: _____

Subject: Statement of compliance with Section III Clause

Ladies & Gentlemen:

In accordance with the provisions stated herein I will make a "good faith effort" to provide opportunities for the training and employment to qualified low-income residents in the area in which this project is located (City of Alexandria). This clause and reporting requirements will be incorporated into any lower tier contracts.

Attached is the report form to disclose the number of positions available for employment. We will comply and seek out the low-income person for any open positions. Notices shall be posted in conspicuous places available to employees and applicants for any open positions.

Sincerely submitted,

 Typed Signature and Title

 Signature

 Date signed

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

ATTACHMENT G

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

Name of Business _____

Address of Business _____

Type of Business: ___ Corporation ___ Partnership
 ___ Sole Proprietorship ___ Joint Venture

Attached is the following documentation as evidence of status:

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

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

For Business entity as applicable:

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

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

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

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

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

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

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

contract:

___ Current financial statement

___ Statement of ability to comply with public policy

___ List of owned equipment

___ List of all contracts for the past two years

Authorizing Name (Business)

Date

Authorizing Signature (Business)

Authorizing Name
(attested by)

Date

Authorizing Signature
(attested by)

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

ATTCHMENT H

ELIGIBILITY FOR PREFERENCE

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

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____ am a legal resident of the _____ and meet the income eligibility guidelines for a low or very low income person that's outline in the income table.

My permanent address is: _____

City

Zip

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

___ Copy of lease

___ Copy of receipt of public Assistance

___ Copy of Evidence of participation
in a public assistance program.

___ Other evidence

___ Copy of W-2 or 1099

___ Other evidence

Signature

Print Name

Date

REQUEST FOR PROPOSALS (RFP) NO. P-16-08

**Executive Search Services for Recruitment
& Placement of Chief Executive Officer**

ATTACHMENT I

**Minority Business and Section III
Participation Commitment Form**

**Project Name: Inspections Executive Search Services for Recruitment & Placement of Chief
Executive Officer**

It is the policy of Alexandria Redevelopment and Housing Authority (“ARHA”) to encourage Minority and Section III participation in all contracts. To implement this policy, ARHA shall encourage Minority and Section III participation through **subcontracting**, or other methods in contracting. You must complete this form, indicating the percentage of this Contract that **will be subcontracted to Minority and Section III Businesses and Section III Individuals.**

Minority Participation:

For the purpose of this commitment, the term “Minority Business” means a business at least 50 percent of which is owned and controlled by minority group members or, in the case of a publicly-owned business, at least 51 percent of the stock of which is minority owned, and the business is controlled by minority group members. For the purpose of the preceding sentence, “Minority Group Members” are citizens of the United States who are African-American, Hispanics, Asians, Pacific Islanders, and American Indians.

Please indicate the percentage of minority business participation for this project. This refers to the percentage of the total dollar value of the Contract that will be subcontracted to minority firms.

_____ percent *

To be considered a “minority business”, the business must be so certified by the Commonwealth of Virginia Department of Minority Business Enterprise, City of Alexandria or a federal agency that certifies business as a minority business.

Section III Participation:

For the purpose of this commitment, the term “Section III” refers to Section III businesses and Section III individuals based on the definitions below:

Definitions:

Low Income Person as used above means a **resident of the City of Alexandria** at or below 80% of medium income as shown in the Income Table below

Economic Opportunities as used above means contracts with (a) businesses owned 51% or more by residents of the City of Alexandria at or below 80% of medium income or (b) business whose

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

full-time employees are made up of at least 30% residents of the City of Alexandria at or below 80% of medium income. Such businesses are referred to as *Section III Business*.

Income Table

This table shows 80% of median income for the City of Alexandria for the designated number of persons in a family.

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
\$49,150	\$56,150	\$63,150	\$70,150	\$75,800	\$81,400	\$87,000	\$92,600

To be considered a “Section III business or Section III individual”; the business must provide documentation supporting the income level of the employees and individuals.

Please indicate the percentage of Section III participation for this project. This refers to the percentage of the total dollar value of the Contract that will be available for Section III opportunities.

_____ percent *

*ARHA will consider Minority and Section III participation in awarding this Contract. ARHA reserves the right to approve or disapprove any subcontractor list or individual.

FAILURE TO COMPLETE THIS FORM MAY RESULT IN YOUR BID/OFFEROR BEING DECLARED NON-RESPONSIVE THUS ELIMINATING YOUR FIRM FROM CONSIDERATION FOR THIS PROJECT.

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

 Firm’s Name
 printed

 Name of Authorized Officer –

 Date

 Name of Authorized Officer – signed

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

ATTACHMENT J

Contractor’s Certification Regarding Subcontractors

This certification is provided pursuant to the Contract Documents regarding the Contractor’s disclosure for the use of Subcontractor(s) for any part or portion of the Contract.

List of Subcontractors

- None
- List of Subcontractors:

	<u>COMPANY NAME</u>	<u>PRINCIPALS</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

By: _____
(Contractor’s Name)

(Company-Corporation-Individual)

(Address)

**REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer**

ATTACHMENT K

CLIENT REFERENCES

Instructions:

Complete this form by indicating the appropriate response or by indicating “N/A” if not applicable. List at least three (3) clients for whom similar services are being performed currently or within the past two (2) years. Attach additional sheets if necessary. Failure to list previous experience and/or poor references may result in rejection of your bid.

No.	Name and Address Contact Person/ Phone Number Email Address	Type of Services Performed	Current or Past Client?
1.			
2.			
3.			
4.			
5.			
6.			

Attachment – L

Form W-9

Request for Taxpayer

Identification Number and Certification

This form must fully completed and submit as part of bid submittal

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number	

or

Employer identification number	

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
² Circle the minor's name and furnish the minor's SSN.

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

REQUEST FOR PROPOSALS (RFP) NO. P-16-08

**Executive Search Services for Recruitment
& Placement of Chief Executive Officer**

ATTACHMENT M

U.S. Department of Housing and Urban Development

FORM OF CONTRACT

THIS CONTRACT, made this ____ day of _____, 2016, by and between **Alexandria Redevelopment & Housing Authority**, herein called "Owner", acting herein through its Contracting Officer, and _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the services described as follows:

"Executive Search Services for Recruitment & Placement of Chief Executive Officer"

hereinafter called the "Project", for the sum of: _____

_____ Dollars (_____) under the terms as stated in the General Conditions of the Contract for Non-Construction; and at his (its or their) own cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Form of Proposal, the Form of Contract, and the General Conditions of the Contract for Non-Construction and any other printed or written explanatory matter thereof. In the case of a dispute, the precedence shall be as follows: this Form of Contract including the General Conditions of the Contract for Non-Construction and all the other RFP Attachments, Specifications and Scope of Work, and the Contractor's response to RFP No: P-16-08.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the Scope of Work within 365 consecutive calendar days thereafter. The Contractor is required to provide Insurance and Fidelity Bond within 10 days after the award of the contract. Services provided under the contract are to be scheduled on a regular basis.

The OWNER agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract for Non-Construction, and to make payments on account thereof as provided in Paragraph 27 of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

Procedures regarding Contractor performance issues: If the Contractor is in material breach of the contract, the ARHA may promptly invoke the termination clause.

CFR 85.36 (i) Contract Provisions: Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the ARHA and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this contract will include the following clauses, whether actually inserted or by reference.

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

Form of Contract Document – Page 1 of 2

Remedies for Contractor Breach: Pertaining to contract-related issues it is the responsibility of both the ARHA and the Contractor to communicate with each other clearly and thoroughly. Each party is responsible for communicating dissatisfaction of any issues surrounding the contract. Dissatisfaction by either party should be communicated in writing, fully detailing the issue and the requested corrective action. Within then (10) days the party receiving the written notice of dissatisfaction shall respond in writing to the other party. However, if ARHA is the dissatisfied party, it may request the Contractor to respond in less than then (10) days.

Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C 874 as supplemented in Department of Labor regulations (29 CFR part 3).

Compliance with the Sections 103 and 107 of the Contract work Hours and Safety Standards Act (40 U.S.C 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5).

Patent Rights: Both parities hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.

Reporting: Both parties agree to comply with any reporting requirements that may be detailed herein.

By executing this contract, the Contractor acknowledges that he/she is the duly authorized representative to sign on behalf of the Corporation for all legal purposes as allowed by law.

Alexandria Redevelopment and Housing Authority
(Owner)

(Witness) By _____
Roy Priest, Chief Executive Officer

(Contractor’s Name)

(Witness) By _____
(Signature)

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

ATTACHMENT O

SUPPLEMENTAL TERMS AND CONDITIONS OF THE CONTRACT

1. § 2.2-4312. Drug-free workplace to be maintained by contractor; required contract provisions.

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition, (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

2. § 2.2-4311. Employment discrimination by contractor prohibited; required contract provisions. -- All public bodies shall include in every contract of more than \$10,000 the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. § 2.2-4311.1. Compliance with federal, state, and local laws and federal immigration law; required contract provisions.

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

All public bodies shall provide in every written contract that the contractor does, not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

3. § 2.2-4343.1. Permitted contracts with certain religious organizations; purpose; limitations.

This public body does not discriminate against faith-based organizations.

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

ATTACHMENT P

NOTICE TO PROCEED

Contractor:

Owner:

Alexandria Redevelopment & Housing Authority

Project: RFP No. P-16-08

Project Name: **Executive Search Services**

Location: PHA -Wide

Dear:

Pursuant to the terms of your Contract dated _____ 2016 for the **Executive Search Services for Recruitment & Placement of Chief Executive Officer**. You are hereby notified to commence work hereunder at start of business on _____. The Time of Completion set forth in the contract documents is 270 calendar days, including the starting date, which establishes _____ as the completion date.

Please note carefully and fulfill the requirements of the General Conditions of the Contract for Non-Construction relative to the submittal and approval of Workmen's Compensation, Automobile Liability and Commercial General Liability.

You are informed that Roy Priest has been appointed Contracting Officer and is duly authorized to administer your contract for, and in the name of, the Alexandria Redevelopment & Housing Authority.

Under separate cover, there is being forwarded to you one executed set of Contract Documents, consisting of the Form of Contract, the General Conditions of the Contract for Non-Construction, the RFP, and your response to the RFP.

Please acknowledge receipt of this Notice to Proceed by signing and dating and return all copies promptly to this office.

We are looking forward to working with you.

Very truly yours,

Enclosure

(Signature)

By Roy Priest
Chief Executive Officer

Accepted

By _____

Title _____

Date _____

REQUEST FOR PROPOSALS (RFP) NO. P-16-08
Executive Search Services for Recruitment
& Placement of Chief Executive Officer

ATTACHMENT R
FIXED FEE SCHEDULE

We, the undersigned will furnish the following services to the Alexandria Redevelopment and Housing Authority (ARHA) as in the background and scope of work section of this solicitation:

ITEM NO.	Service	Unit	TOTAL AMOUNT
1.	Executive Search Services for Recruitment & Placement of Chief Executive Officer	Lump Sum	

Proposed fees inclusive of all related costs that the Contractor will incur to provide the noted services, including but not limited to: employee wages and benefits, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, telephone calls, mailing supplies, postage, travel cost, clerical support, etc.

 Company Name

 Date

 Authorized Signature

 Name & Title