Division of Procurement and Contract Administration
901 Chamberlayne Parkway Richmond, Virginia 23220
www.rrha.com

Request for Qualifications RRHA-RFQ-2019-15
RRHA Developer(s) City Wide
Issue Date: June 28, 2019
Closing Date and Time: July 30, 2019 at 2:00 P.M.
Preproposal Conference: July 10, 2019 at 1:00 P.M.

This communication serves to apprise you and your firm of the above Request for Qualifications (RFQ) for Developer. We invite you and your firm to respond to this RFQ. Please review carefully all sections of the RFQ, paying attention to the closing date and time listed above and within the body of the RFQ. A preproposal conference will be held on July 10, 2019 at 10:00 A.M. at 901 Chamberlayne Parkway, Richmond, VA 23220 RRHA does not discriminate against faith-based organizations (Code of Virginia, § 2.2-4343. 1D)

All Inquiries for Information Should Be Directed To:
Kerry L. James, Director of Procurement and Contract Administration
Procurement Division
(804) 780-4444 (voice)
kerry.james@rrha.com
REQUEST FOR QUALIFICATION (RFQ)
RRHA DEVELOPER(S) CITY WIDE
RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY

Issue Date: June 28, 2019

Title: RRHA Developer City Wide

Issuing Agency: Richmond Redevelopment and Housing Authority
Post Office Box 26887
Richmond, Virginia 23220

Period of Contract: From Date of Award through project completion.
Sealed Bids Will Be Received Until July 30, 2019 until 2:00 P.M. For Furnishing the Services Described Herein.

All inquiries for information should be directed to: Kerry L. James, Director of Procurement and Contract Administration at Kerry.james@rrha.com or (804) 780-4444
Please submit any questions to Kerry L. James no later than 7 days prior to closing of solicitation.

IF BIDS ARE MAILED OR HAND DELIVERED, THEN DELIVER TO:
Richmond Redevelopment and Housing Authority, Division of Procurement and Contract Administration,
901 Chamberlayne Parkway, Richmond, Virginia 23220.

The Undersigned Further Certifies That He/She Is Authorized To Sign This Document On Behalf Of The Submitting Firm.

Name of Firm

Address

City and State

Zip Code:

FEI/FIN NO.

E-mail:

Date: ________________________________

By: ________________________________

Signature in ink

Name: ________________________________ (Print or Type Name)

Title: ________________________________

Phone: (____)_____________________

Fax: (____)_____________________

NOTE: Changes to this RFQ may be issued in the form an addendum at any time prior to the due date and time for submitting applications. The Procurement Officer maintains a mailing list of all vendors that were provided copies of this solicitation (via vendor pickup, mail, fax or email). The Procurement Officer will send the addendum to any vendor who directly received a copy of the RFQ from the Procurement Officer. Any vendor who did not directly receive a copy of the RFQ from RRHA is encouraged to visit RRHA’s web site regularly to learn of any changes to the solicitation (www.rrha.com) and contact the Procurement Officer to have their name added to the mailing list. RRHA’s purchasing regulations require each bidder to submit a signed copy of the addendum to the above delivery address by the bid due date and time or included with the firm’s response to the solicitation.
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RRHA DEVELOPER(s) CITY WIDE

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1. Notice and Introduction

1.1. RFQ Summary

The Richmond Redevelopment and Housing Authority (RRHA) seeks, through this Request for Qualifications ("RFQ"), to pre-qualify a development partner or partners able to collaboratively impact the City of Richmond by transforming the inventory and landscape of affordable housing in its present and future neighborhoods. The ideal partner(s) will understand the unique blend of innovative and sustainable mixed-income and mixed-finance development required for success. RRHA seeks a qualified developer or developers to partner and assist in the long-term vision of the re-creation of affordable housing. RRHA envisions transforming the city of Richmond by directly and intentionally changing the landscape of affordable housing. RRHA views its neighborhoods not as singular communities, but a myriad of overlapping networks. The desire to achieve a balance of public spaces that serve many different people at once has prompted RRHA to look for convenient and ingenious ways to make limited space serve multiple functions.

This RFQ is the first stage of a bifurcated, two-step procurement process. Under this RFQ, RRHA will pre-qualify one or more developers pursuant to Va. Code § 2.2-4317 and the further terms and conditions of this RFQ. Once a pool of one or more pre-qualified developer candidates has been selected, RRHA will issue one or more Requests for Proposals (an “RFP” or “RFPs”) to serve as RRHA’s developer-partner on a specific project or projects. Initial proposals under any such RFP will be accepted only from candidates prequalified under this RFQ.

A developer partner prequalified under this RFQ, and awarded a specific project under a subsequent RFP, will be tasked with implementing comprehensive, quality, vibrant, mixed-income residential plans with varying degrees of complexity, depending on location. The partner(s) will work within RRHA’s overall vision and seek input from community leaders and stakeholders.

Any agreement resulting from this RFQ (or a subsequent RFP) may be made with the RRHA and/or its non-profit identity-of-interest affiliate/instrumentality, the Richmond Development Corporation ("RDC"), and other related entities, as and when created by RRHA or the RDC.

The RFQ and Attachments will be available on www.rrha.com and www.eva.va.gov.

The terms “Offeror,” “Contractor,” “Applicant,” and “Developer” may be used interchangeably within this RFQ. All such terms refer to individuals or firms submitting applications for pre-qualification under this RFQ and no other relationship, partnership, or contractual obligation is created or implied.
1.2. Pre-Submission Conference
A Pre-Submittal Conference will be held at 1:00 P.M. EST on July 10, 2019, at the Richmond Redevelopment and Housing Authority, 901 Chamberlayne Pkwy, Richmond, Virginia 23220. Attendance at this conference is not required but is strongly encouraged.

Questions
Questions regarding this RFQ must be received in writing, via email, no later than 7 days prior to closing of this solicitation July 18, 2019 to Mr. Kerry L. James, Director of Procurement and Contract Administration, James.Kerry@rrha.com. All questions responded to by RRHA will be forwarded in the form of addenda to this RFQ.

1.3. Due Date
Applications under this RFQ are due no later than 2:00 PM EST on July 30, 2019, and should be prepared in accordance with the proposal preparation and submission instructions. Late applications will not be considered and will not be opened. Applicants must provide one (1) UNBOUND original and six (6) copies of each application. The Applicants must also submit their entire proposal in electronic format. The electronic device must be labeled with the RFQ number and the Applicant’s name. Applications shall be in a sealed envelope or sealed package and addressed as follows:

If Mailed OR Hand Delivered:

Richmond Redevelopment and Housing Authority
Division of Procurement and Contract Administration
901 Chamberlayne Parkway
Richmond, VA 23220
Attn: Mr. Kerry L. James, Director

The sealed envelope or sealed package should be clearly marked and identified in the lower left corner as follows:

Request for Qualifications: RRHA-2019-15
Closing Date: July 30, 2019; Closing Time 2:00 p.m.
Title of Application: RRHA Developer(s) City Wide
Applicant’s Authorized Contact Person: __________________________
Telephone number of Offeror’s Contract Person: __________________
Name of Contract Officer: Mr. Kerry L. James, Director of Procurement and Contract Administration

RRHA is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age, familial or handicapped status in the employment or provision of services. RRHA is a Public Housing Agency and does not operate under the guidelines
stipulated for Indian Housing Authorities. The RRHA reserves the right to reject any and all applications.

Applicants and any members of an Applicant’s team responding to the RFQ must not be debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local Agency.
2. Development Opportunity and Context

2.2. Richmond Redevelopment and Housing Authority

RRHA was created in 1940 by the City of Richmond, Virginia pursuant to the Housing Authorities Law (Title 36 of the Code of Virginia). A nine-member Board of Commissioners appointed by the City Council governs RRHA. RRHA serves more than 13,000 residents in approximately 3,900 public housing units and more than 2,900 individuals residing in other forms of subsidized housing.

RRHA manages neighborhood redevelopment and conservation programs through the City of Richmond. RRHA’s vision is to strive to be an innovative leader in providing quality affordable housing and neighborhood revitalization services through creating dynamic partnerships to build vibrant communities. RRHA continues to reconstruct and transform the face of public housing and participate in neighborhood revitalization in Richmond through implementation of its Strategic Plan. Richmond is a desirable place to live and work, and RRHA is committed financially and ethically to ensuring the city is accessible to all residents and community members. This is reflective in our family programs, neighborhood revitalization and economic development projects. RRHA is committed to providing Richmond citizens with quality affordable housing and effective community redevelopment services, through partnerships with the City of Richmond, the U.S. Department of Housing and Urban Development, and others.

2.3. City of Richmond

Richmond serves as the cultural, financial, and business center of a rapidly growing metropolitan area, and is the capital of the Commonwealth. City, State, and Federal governmental offices, universities and a medical center, a symphony, museums, and theater add to the vibrancy of the city. Richmond is recognized as a welcoming and attractive place to live, work and conduct business.

Today, the City encompasses 62.5 square miles with a population of 223,000 and is the nucleus of a metropolitan area which has close to one million people. Because Richmond acts as a hub for several interstate highways, it is possible to access amenities such as the beach, mountains or our nation’s Capital in less than two hours. It is also within minutes of the Richmond International Airport, and has regional passenger rail service boarding Downtown at the Main Street Station.

Although the City is a blend of old and new, Richmond still retains a distinctive flavor that contributes greatly to the attractiveness of its neighborhoods and the quality of life of its residents. This historical character is being rediscovered as the basis for the revitalization of neighborhoods and the development of a vibrant tourist industry.
Richmond is rich in history and cultural resources. Much of the City fabric predates the Civil War and large areas were almost completely developed by the early 20th Century. Thirteen areas are designated as City Old and Historic Districts containing architecturally significant buildings representative of Richmond’s history. Richmond also has twenty-three National Register Districts with approximately 10,000 structures listed on the National Register of Historic Places, giving the City the distinction of having the largest number of historically listed properties in Virginia.

Today, extensive waterfront revitalization and development is underway. The renewed interest in Downtown living has spurred considerable rehabilitation activity for both residential and commercial properties.

2.4. RRHA’s Presence in the City of Richmond

Many of RRHA’s properties lie in the East End and Jackson Ward neighborhoods of Richmond, Virginia (Attachment F). The East End is experiencing a transformation due to various reinvestment activities. Formerly a food desert, a new grocery store has opened within walking distance of Creighton Court, one of RRHA’s large public housing communities. An education center and new mixed-income community are also currently under construction in the same area.

Gilpin Court, the largest public housing community under RRHA management, is located in Jackson Ward, which has a rich history and was known as one of the nation’s strongest African-American business, entertainment, and residential communities in the first half of the 20th century. During late 1950’s and early 1960’s the unity and cohesiveness of the community was stripped away when Interstate 64/95 dissected the community into two very unique and divided areas of what’s now commonly referred to as Historic Jackson Ward and North Jackson Ward (includes Gilpin Court). Not only did the highway construction precipitate the decline of the neighborhood, Jackson Ward also suffered from:

- Flight of the “Black Middle Class” families;
- The loss of its resources and networks; and
- Collapse of economic, religious, and cultural life.

RRHA has a presence throughout the entire City, but it is most highly concentrated in these two communities. As the Authority consider plans for housing options in their major public housing properties, it also is focused on aligning its development activities with its public and private partners that are equally committed to creating inclusive communities accessible to all Richmond residents throughout the City.
3. Statement of Needs / Roles and Responsibilities

RRHA is seeking applications from experienced professional developer partners to work with RRHA to plan, finance, and implement mixed-use/mixed-income projects of varying sizes throughout the City of Richmond. Sites which may be awarded for development under RFPs subsequent to this RFQ primarily include, by way of illustration and without limitation, the following seven (6) Developments:

1. Fairfield Court, 447 Public Housing Units, located at 2506 Phaup Street

2. Gilpin Court, 783 Public Housing Units, located at 1000 St. John Street,

3. Hillside Court, 402 Public Housing Units located at 1500 Harwood Street,

4. Mosby Court, 458 Public Housing Units located at 1543 Coalter Street

5. Whitcomb Court, 447 Public Housing Units, located at 2302 Carmine Street

6. Frederic A. Fay Towers, 200 Units (currently undergoing Rental Assistance Demonstration (RAD) conversion), located at 1202 N. 1st Street

RRHA also owns or controls, or may in the future own or control, certain additional parcels of land throughout the City of Richmond that may be awarded for development to a developer-partner or partners under this RFQ and subsequent RFPs. By way of illustration and without limitation, reference is made to those various parcels of real estate in North Jackson Ward indicated on the map in Attachment G.

In general, RRHA will be seeking to pre-qualify firms that exhibit the following:

1. Highly qualified development team members.
2. Strong track record in collaborating with private, public and/or non-profit agencies in coordinating mixed-income and mixed-use residential and/or commercial development plans.
3. Proven ability to maximize private sector participation in the financing of complex mixed-income, mixed-use projects.
4. Strong financial capacity to carry forward and complete the components of this program.
5. Demonstrated experience with various financial resources and tools available in Virginia, including Low-Income Housing Tax Credits, New Market Tax Credits, Historic Tax Credits, Bond Financing, and Opportunity Zones.
6. Demonstrated examples of innovative and creative planning and design proposals.
7. Strong track record in partnering with residents, neighborhood groups and local agencies with diverse interests to achieve locally determined goals.
8. Demonstrated commitment to employ low-income residents and to utilize minority businesses.
9. Experience/knowledge of the local housing market, regulations and codes.
10. Experience working with Public Housing and/or Redevelopment Authorities.

3.1 Scope of Work/ Developers Role

For any development project issued and awarded under this RFQ and subsequent RFPs, RRHA will serve as lead Developer. RFPs may be issued soliciting for partner(s) to collaborate on development planning and implementation for any project site currently within the RRHA portfolio, or later acquired or controlled by RRHA.

Planning activities will include soliciting feedback from RRHA residents and stakeholders, performing market analysis, and conducting financial modeling.

All building designs will be environmentally sound and resource-efficient, reflect the principals of defensible space, and be respectful of the physical, historical and cultural traditions of the surrounding neighborhoods.

The planning, design and implementation functions of a selected Developer will include, as to any specific development project:

- Mixed-income single and multifamily housing development and/or commercial/retail development.
- Solicitation and construction of a permanent work of public art.
- Development of interactive public/green space/urban gardens; renewable energy usage.
- Usage of transit-oriented development principles and development of walkable neighborhoods.
- Usage of “Smart Home” features (internet, pcs, thermostat controls, etc.)
- Development of community centers.
- Developing creative parking solutions, creative trash storage and removal solutions.
- Attention to the political and cultural history of the surrounding neighborhood.

RRHA understands that the ability to include the entire list is dependent on the site and size of the project. Once a Development Plan is completed and approved for any development project, RRHA and the Developer will be responsible for all activities associated with that project, including, but not limited to, the following:
Developing architectural plans, as necessary after the conclusion of the formal planning process, and obtaining or making provisions for all local and governmental approvals and building or other permits.

Developing a master schedule with milestones for all planning and construction, including a construction phasing schedule for the entire site.

Developing a project budget showing sources and uses of funds.

Arranging and securing private debt and equity financing, and finalizing the terms of all public and private funding.

Developing legal documents for various components of the development plan.

Implementing a general management structure for the development.

Developing and implementing a MBE/WBE outreach and engagement program.

Developing and implementing a Section 3 outreach and engagement program.

Coordinating all site and infrastructure improvements.

Implementing all construction activity (including site and infrastructure improvements), along with a warranty that work performed conforms to construction documents and is free of defects in equipment, materials and workmanship (e.g. provide satisfactory payment and performance bonds).

Coordinating construction related activities including monitoring budgets and schedules.

Coordinating with RRHA and community partners to select, finance, and install a permanent work of public art which reflects and unifies the development’s themes and design concepts.

Ensuring the long-term property management of the leasehold elements of the resulting project, including, without limitation, residential rental property management, commercial rental property management, and, if applicable, LIHTC or other affordable or subsidized residential property management.

Ensuring long-term asset management of the project, including, if applicable, conducting the long-term business operations of the project.

Ensuring maintenance of the grounds and improvements.

Ensuring the provision of resident or human services to residential tenants.

RRHA and a selected Developer partner will share responsibility of soliciting and selecting any subcontractors and services. A strategy will be developed for each specific project, as scopes will differ.

3.2 RRHA’s Role

For any development project contemplated by this RFQ, RRHA will manage all communication with RRHA residents, stakeholders and HUD. RRHA will also lead the prioritization of site development with input from the community.

A limited partnership or limited liability company will be formed for each project, and RRHA or its affiliates/instrumentalities (including, without limitation, the Richmond
Development Corporation will participate in the ownership and management structure and serve as co-developer. Financial contributions and development fee structure will be determined independently for each project with the input from counsel. The relationship to the development, ownership, and management of all projects will be governed by the terms of a Ground Lease, Master Developer Agreement, and Operating Agreement or similar instruments created for each specific project.

RRHA, as the land owner, may lease or sell (whichever scenario is determined to be the most advantageous to the RRHA) any portion of its portfolio.

4. SUBMISSION AND EVALUATION REQUIREMENTS

4.1. General Submission Information

In order to be considered for selection, Applicants must submit a complete response to this RFQ. One (1) unbound original and six (6) copies of each proposal must be submitted to the following address on or before July 25, 2019, no later than 2:00 p.m. EST. The Offerors must also submit their entire proposal electronic format. The electronic device must be labeled with the RFQ number and the Offeror’s name.

Facsimile or electronically transmitted applications will not be accepted. Offerors assume sole and full responsibility for the timely delivery of the applications. Late applications will not be considered. All applications will become a part of RRHA’s official files and will not be returned to the offeror.

The sealed envelope or sealed package should be clearly marked and identified in the lower left corner as follows:

Request for Qualifications No. RRHA-2019-15
Closing Date: July 25, 2019; Closing Time 2:00 p.m. EST
Title of Application: RRHA Developer(s) City Wide
Applicant’s Authorized Contact Person: __________________________
Telephone number of Offeror’s Contract Person: _______________________
Name of Contract Officer: Mr. Kerry L. James, Director

Applications should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFQ. Emphasis should be placed on completeness and clarity of content. All copies should be in color, if color is utilized in the original.

Ownership of all data, materials, and documentation originated and prepared for RRHA pursuant to the RFQ shall belong exclusively to RRHA and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Applicant shall not be subject to public disclosure under the
Virginia Freedom of Information Act; however, the offeror must invoke the protections of Va. Code § 2.2-4342(F), in writing, either before or at the time the data and/or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the designation. Financial statements and bank references may be placed in a separate sealed envelope marked “confidential.”

All expenses incurred in the preparation and submission of applications in response to this RFQ shall be borne by the Offeror.

Oral Presentation – Applicants submitting an application in response to this RFQ may be required to give an oral presentation of their application to RRHA. This provides an opportunity for the Offeror to clarify or elaborate on the application. This is a fact finding and explanation session only and does not include negotiation. RRHA will schedule the time and location of these presentations. Oral presentations are an option of RRHA and may or may not be conducted.

4.2. Required Proposal Materials; Scoring Criteria.

Applicants must document their capacity to successfully meet the qualification requirements of this RFQ. At a minimum, Applicant must document their capacity to quickly implement development, asset management and property management duties including documenting the experience and capacity of key staff, their workloads, and the organizational structure for supporting staff. In the event that property management will be provided by another entity, that entity must document its capacity to assume its duties in a timely and efficient manner.

The following provides guidance on what the application must contain and how it must be organized. The purpose of this information is to establish the requirements, order, and format for responses to ensure that the applications are complete, and include essential information that can be fairly evaluated. **Applicants must assemble their response in the order described below, bind copies in either three (3) ring binders or with comb bindings, and use tabs to identify each section.** Applicants are requested to avoid duplicative materials and redundancies in the proposal. Applicants must compile their responses using the following outline:

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<thead>
<tr>
<th>Tab</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>RFQ Cover Sheet and all addenda acknowledgements, if any, signed and completed as required</td>
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<tr>
<td>2</td>
<td>Letter of Interest</td>
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<td>Developer Experience</td>
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<td>4</td>
<td>Technical Response to Proposed Plan</td>
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<td>5</td>
<td>Equal Opportunity (DISADVANTAGED BUSINESS ENTERPRISE/Section 3)</td>
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<td>6</td>
<td>Financial Capacity of Offeror and Other Guarantors</td>
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<td>7</td>
<td>References</td>
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<td>8</td>
<td>Certifications and Assurances</td>
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<tr>
<td>9</td>
<td>Business Terms to include Developer Fee, Cash Flow Split, Right of First Refusal, Ground Lease</td>
</tr>
<tr>
<td>10</td>
<td>Other Attachments</td>
</tr>
</tbody>
</table>

**4.2.1** RFQ Cover Sheet and all addenda acknowledgements, if any, signed and completed as required, including Attachment “D” hereto, “Statement of Applicant’s Qualifications.”

**4.2.2** Letter of Interest. The cover letter must demonstrate the Applicant’s interest and capacity to collaboratively partner with RRHA to redevelop its city-wide assets, as provided in this RFQ. The letter must identify all Applicant team members and their roles. The Applicant must include a statement indicating why the proposed Applicant believes itself to be best qualified to perform the scope of work.

The primary contact person for the Applicant must be identified and provide phone number, facsimile number and e-mail address. The letter must be signed by an authorized principal of the Applicant’s firm.

Letters of interest must describe the Applicant’s overall vision for undertaking RRHA’s development projects, including working with community residents in the social and cultural context of residential development for this community. Letters should also comment on:

- the importance of creating mixed-income communities in the context of the City’s affordable housing needs;
- the importance of involving community residents in planning the process;
- the importance of preserving and celebrating the cultural history and character of relevant Richmond neighborhoods; and
- awareness of the social, economic, and cultural reasons for public housing’s historic isolation from its surrounding communities, and the Team’s vision for overcoming this isolation.

**4.2.3. Team Organization and Experience (30 points).** Provide a brief description of each urban, mixed-use project closed within the past ten (10) years including role of the Applicant (and members of its Development Team); location of the project; dates of financial closing, construction substantial completion and full occupancy; value, source(s)
and form of financing; uses and square footage dedicated to each use; number of residential units by tenure type; and residential income mix.

List the members of the development team. Identify all entities that comprise the team and indicate their specializations and specific contributions to the team. Applicants are encouraged to include specialists for all components of the program including engineering and design, property management, and legal and financial professionals.

Provide the following information for the developer entity (or entities) and Principal:

**Construction contractor:** With regard to a construction contractor, please identify a construction partner or provide an explanation of why and how the construction partner(s) will be selected later.

**Project Manager:** If different from the developer's Principal, identify the individual who will be responsible for the day-to-day management of the Development Team and implementation of the Project ("Project Manager").

Provide resumes of key staff, including the Project Manager, who will be involved in the development effort.

**Architect:** For the architectural firm(s), the relevant Principal and each related contractor (the "A & E Team"), provide the following information:

a) Brief description of each urban, mixed-use project that has commenced construction within the past ten (10) years including role of each member of the A&E team and the Principal; location of the project; dates of construction start and substantial completion; uses and square footage dedicated to each use; and number of residential units. Clearly identify projects that have incorporated (i) housing, (ii) retail, and (iii) onsite services.

b) Experience with the regulatory requirements of the City of Richmond and the State of Virginia including but not limited to zoning, building code, permitting, and environmental remediation.

c) Disclosure and explanation of any litigation relating to the design or construction of a project that is pending, or has been raised within the past five (5) years. Indicate whether the litigation is pending, was settled, or was adjudicated with a finding of liability against any member of the A&E.

d) Brief description of the firm's method of cost estimating and value engineering.

e) Brief description of the firm's method of attaining sustainable development.
f) Brief description of the firm's quality assurance program.

g) List of professional references who are familiar with relevant projects with complete contact information.

**Legal Counsel:** For the law firm(s), if included, and the relevant Principal, provide the following information:

a) Brief description of each urban, mixed-use project closed within the past ten (10) years including role of the firm(s) and Principal in the legal team; location of the project; value, source(s) and form of financing; uses; number of residential units by tenure type; and income mix. Clearly identify projects that have incorporated (i) housing, (ii) retail, (iii) hotel, (iv) parking deck and (v) onsite services.

b) Experience with relevant regulatory requirements of the City of Richmond and the State of Virginia including but not limited to zoning, permitting and environmental remediation.

c) Experience working with public entities in connection with complex urban redevelopment initiatives.

d) List of professional references who are familiar with relevant projects with complete contact information.

**4.2.4. Property Management (15 points).** For the property management firm or consultant and the relevant Principal, provide the following information:

a) Brief description of each urban, mixed-use project that achieved substantial occupancy within the past ten (10) years and for which the firm provided property management services. Include the role of the firm and Principal; location of the project; uses; dates of substantial construction completion and substantial occupancy; number of residential or commercial units by tenure type; and residential income mix. Clearly identify projects that have incorporated (i) housing, (ii) retail, and/or (iii) onsite services.

b) Experience in developing employment opportunities for residential tenants (including meeting so called "Section 3" hiring of the federal government, as applicable) and meeting fair housing marketing requirements.

c) List of professional references who are familiar with relevant projects with complete contact information.
4.2.5. Commitment to Community and Resident Involvement (15 points). For several reasons, including the principle that community knowledge transforms the living conditions of families in their community, it is essential that selected Applicants begin as soon as possible to develop effective communication and working relationships with the community. The Development Teams must successfully transition to mutual respect and trust between residents and businesses and take appropriate steps to involve them in the planning process from the start, keeping the community informed and involved throughout the transformation, and providing opportunities for their continued involvement in the oversight over the long term. This approach may require education or training for both the Development Teams and the community, including educating or training residents as necessary to prepare them to participate knowledgeably in the development process, and educating or training Development Team members to adjust in their approaches, policies or standard procedures to accommodate meaningful community engagement.

As soon as possible after being selected for a development project contemplated by this RFQ, Development Teams must begin the process of meaningful dialogue with the community, by meeting with existing community associations and businesses. One of the Development Team’s primary goals should be to create, if necessary, and offer long-term support to a community task force that can provide feedback to the Development Teams, owners, and property managers both during construction and throughout ongoing operations.

Applications will be scored according to Applicant’s experience with meaningful tenant or community participation in the planning and implementation of their development work and in the operations, management and services of the housing they have developed.

4.2.6. Equal Opportunity: Disadvantaged Business Enterprises (5 Points). Applications must detail the Applicant’s experience developing and implementing plans concerning outreach, recruitment, and meaningful involvement for Disadvantaged Business Enterprises (“DBEs”) in mixed-income, mixed-use development projects. A selected Developer must take all necessary affirmative steps to assure that DISADVANTAGED BUSINESS ENTERPRISES (DBEs) are used in accordance with the negotiated Agreement goals. (For reference only, see Attachment “B” hereto.)

4.2.7. Equal Opportunity: Section 3 (5 Points). Applications must detail the Applicant’s experience in developing and implementing a strategy for fostering Section 3 resident employment and Section 3 small businesses utilization in mixed-income, mixed-use development projects. A selected Developer must take all necessary affirmative steps to ensure Section 3 participation in the redevelopment process, and in accordance with the negotiated Agreement goals. This strategy shall be coordinated and integrated with RRHA. The Developer may hire a DBE/Section 3 Coordinator for the project(s) to achieve the Department of Housing and Urban Development Goals for Section 3. (For reference only, see Attachment ‘B’ hereto.)
4.2.8. **Financial Capacity of Offeror (10 points).**

Provide audited financial statements for the three (3) most recent fiscal years of each member of the Applicant’s team who will be providing any guarantees in connection with the development and operation of the project. The financial statements must include the most current year for which audited financial statements are available. The statements must include an Income Statement as well as a Balance Sheet showing assets, liabilities and net worth of the entity. Financial statements and bank references may be placed in a separate sealed envelope marked “confidential.”

Provide a statement indicating the Applicant’s experience making and honoring financial guarantees. The statement should include more than a reference to the Financial Statements.

Additionally, provide three (3) bank references for the Applicant.

4.2.9. **References.** Applications must include a list of five (5) past or current partners in projects where the Offeror has demonstrated its qualifications in any or all of the activities described in this RFQ. The list must include the name, title, organization, address, telephone, and e-mail address of the person most familiar with the work completed. Please reference the name of the project with which the reference is familiar. References may also be provided by construction or permanent lenders; general contractors; public sector financing partners; LIHTC limited partner investors; etc.

4.2.10. **Certifications and Assurances.** The Offeror must provide the following assurances and complete and submit all certifications indicated below:

- Certificate of Non-segregated Facilities (Attachment “C”)
- Non-Collusive Affidavit (Attachment “E”)

4.2.11. **Business terms (20 points).** In negotiating any development contract contemplated by this RFQ, RRHA expects its developer-partner to substantially agree to certain baseline key terms of its business relationship with RRHA, including, at minimum the following:

- A developer fee split equal to 70% for the developer and 30% for RRHA;
- A split of cash flow generated (in excess of debt service, operations, and other project expenses) equal to 50% for the developer and 50% for RRHA;
- RRHA’s right of first refusal to purchase the development, or a portion thereof (a “ROFR”);
- compensation for of RRHA’s interest in the concerned real estate, preferably by long-term ground lease with some portion of the consideration payable at closing, and the remainder to be paid annually, in a sufficient amount, and with sufficient out years, to cover RRHA’s exercise of its ROFR with additional financing.
The developer's agreement to donate a meaningful percentage of its developer fee (or other funds) to the installation of a permanent work of public art; and
- The developer's agreement to commit a meaningful percentage of its developer fee, property management fee, or other funds to human services/case management services for any public housing resident or other recipient of federal housing assistance affected by the development.

RRHA acknowledges that the financial contours of each development project contemplated by this RFQ will be unique, and that each development agreement will be independently negotiable with the selected developer-candidate. However, RRHA will score applications based on an Applicant's willingness to agree to substantially similar terms as those described hereinabove. An Applicant which fails to favorably consider such terms may be determined by RRHA to lack the financial ability to perform its duties under a developer agreement awarded under this RFQ.

4.2.12. Other Attachments. The Offeror may attach, at the end of their submission, other promotional materials or work products that would demonstrate their experience and qualifications.

4.3. Evaluation Criteria

Applications shall be evaluated by RRHA using the following criteria. Applicants scoring a total of 66 points or fewer will not be considered appropriately experienced or financially capable to perform the required work, and will not be pre-qualified.

<table>
<thead>
<tr>
<th>Evaluation Criterion</th>
<th>Possible Points</th>
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</thead>
<tbody>
<tr>
<td>Developer Experience and Qualifications</td>
<td>30</td>
</tr>
<tr>
<td>Property Management Experience</td>
<td>15</td>
</tr>
<tr>
<td>Resident Involvement Experience</td>
<td>15</td>
</tr>
<tr>
<td>Financial Capacity of Offeror</td>
<td>10</td>
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<tr>
<td>Equal Opportunity (DISADVANTAGED BUSINESS ENTERPRISE)</td>
<td>5</td>
</tr>
<tr>
<td>Equal Opportunity (Section 3)</td>
<td>5</td>
</tr>
<tr>
<td>Business Terms</td>
<td>20</td>
</tr>
<tr>
<td>Total Points</td>
<td>100</td>
</tr>
</tbody>
</table>

5. SELECTION PROCESS
5.1. Selection Process

RRHA will impanel an Evaluation Panel to evaluate the Applications. RRHA shall engage in individual discussions with two or more Applicants which, based on the initial responses in the application, appear to demonstrate to the Evaluation Panel the necessary experience and skill to provide the required services. Repetitive informal interviews shall be permissible. Such Applicants shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the potential projects, as well as alternative concepts. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, RRHA shall pre-qualify one or more Applicants whose professional qualifications and proposed services are deemed most meritorious.

Once pre-qualified, offerors will be invited to submit proposals in response to RFPs issued to develop specific projects within RRHA's portfolio. RFPs may call for proposals to develop assets owned or controlled by RRHA as of this RFQ, or which later come into RRHA's ownership or control. Invitations to submit proposals to an RFP will be submitted to developers pre-qualified under this RFQ not less than 30 days prior to the RFP closing date.

Only offerors pre-qualified under this RFQ will be initially permitted to respond to any subsequent RFP for a specific development project. However, should RRHA determine, in its sole discretion, that none of the responses submitted by pre-qualified offerors are in the best interests of RRHA, then RRHA may open an RFP to submissions from the general public, or, if necessary, to cancel the RFP with or without re-issuance.

By submitting an Application in response to this RFQ, Applicants specifically acknowledge that they are not at this time competing for any contract with RRHA. Pre-qualification is not a promise to award any work contemplated by this RFQ to any offeror. Pre-qualification does not constitute a right for any Applicant to make any offer, execute any contract, or perform any work to the exclusion of members of the general public.

5.2. Communication During the Procurement Process

During the solicitation and subsequent evaluation process, Applicants may not make any contact regarding this RFQ with Board Members, residents, or RRHA staff other than the Contract Officer. The activities of the Evaluation Panel are confidential and any contact with members of the above groups will create the impression of unfair access or conflict of interest. Contact prior to selection may lead to a nullification of the results of the RFQ, or a dismissal of the offending Applicant’s submission, or it may result in the contacted party being required to recuse himself or herself from consideration of the Offeror’s submission.

5.3. Pre-proposal Conference
A Pre-proposal Conference will be held at 2:00 PM EST, July 10, 2019, at the Richmond Redevelopment and Housing Authority, Division of Procurement and Contract Administration, 901 Chamberlayne Parkway, Richmond, Virginia 23220.

Although attendance at this conference is not mandatory, it is encouraged. The conference will provide Applicants with a briefing on the proposed development program and the opportunity to discuss the project with RRHA staff and consultants.

5.4. Questions Regarding RFQ

Questions regarding this RFQ must be directed in writing, via email No Later Than 7 Days prior to closing of the solicitation to Mr. Kerry L. James, Director of Procurement and Contract Administration, Kerry.james@rrha.com.
6. **GENERAL INFORMATION**

6.1. **RRHA Options**

RRHA reserves the right at any time, in its sole discretion and for any reason, to do any or all of the following:

- Cancel and/or reissue the RFQ (or any portion thereof), and/or reject all Applications;
- Reject, in whole or in part, any or all Applications received in response to this RFQ which are incomplete and/or non-responsive;
- Waive or correct any immaterial defect or technical error in any response, proposal or proposal procedure, as part of the RFQ or any subsequent evaluation process;
- Request that certain or all Applicants to this RFQ supplement or modify certain aspects of the information or proposals submitted;
- Modify the selection procedure, the scope of the proposed project, or the required responses, within the bounds of applicable law;
- Pre-qualify more than one Applicant to perform duties outlined in the RFQ;
- Extend deadlines for accepting proposals, request amendments to proposals after expiration deadlines, or negotiate or approve final agreements.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive prequalification, and the decision whether or not to prequalify any Applicant, shall be at the sole and absolute discretion of RRHA and its Board of Commissioners. Protests of the bid and/or award process shall be handled in accordance with the “RRHA Procurement Policy” and with applicable law.

RRHA will accept only one application from each Applicant. However, sub consultants may participate as members of more than one Applicant’s development team.

No Applicant will be pre-qualified if that Applicant is determined not responsible to perform for any reason identified in Va. Code § 2.2-4317, including, without limitation, if the Applicant or any member of its team are suspended, debarred or otherwise determined ineligible to receive an award from HUD. Prior to award, RRHA will review the proposed Applicant’s ability, experience, and financial capacity to perform the contemplated contracts successfully, considering such factors as the Applicant’s integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-Procurement Programs published by the General Services Administration), compliance with public policy, record of past performance (including contacting the Offeror’s clients), and financial and technical resources.
6.2. No Claim Against RRHA

Applicants shall not obtain, by submitting a proposal in response to this RFQ, any claim against RRHA or RRHA’s property by reason of all or any part of any of the following:

- Any aspect of this RFQ;
- The selection process;
- The rejection of any or all applications;
- The pre-qualification of any offeror;
- Entering into any agreements or the failure to enter into any agreements;
- Any statements, representations, acts or omissions of RRHA to any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and
- Any other matters arising out of the foregoing.

6.3. Insurance

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded a contract under an RFP contemplated by this RFQ, it will have the following insurance coverage at the time the contract is awarded. The Applicant further certifies that the contractor and any subcontractors will maintain the insurance coverage during the entire term of the contract.

6.4. Rules, Laws and Regulations

The Applicant shall comply with all laws, ordinances and regulations applicable to public procurement of goods and services, especially those applicable to conflict of interest. Applicants are presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the services.

Any agreement entered into as a result of this RFQ shall be governed in all respects by the laws of the Commonwealth of Virginia, City of Richmond and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. The Contractor shall procure any permits and licenses required for its business or the services to be provided by it hereunder.
VIII. **GENERAL TERMS AND CONDITIONS.** By submitting an application in response to this RFQ, each Applicant acknowledges the following terms and conditions, which are applicable to all public procurement solicitations issued by RRHA generally and may not be specifically applicable to submissions under this RFQ. Applicant specifically agrees that no provision of these General Terms and Conditions shall operate to create a contractual relationship between RRHA and the Applicant to perform any work under this RFQ. Any provision of these General Terms and Conditions which by its context requires or implies a contract with RRHA to perform work shall not be given any force or effect solely by virtue of Applicant’s submission of an application.

A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under “Vendors Manual” on the vendors tab.

B. **Applicable Laws and Courts:**
This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, City of Richmond, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state, and local laws, rules, and regulations. The Contractor shall procure any permits and licenses required for its business or the services to be provided by it hereunder.

C. **Anti-Discrimination:**
By submitting their proposals, offerors certify to RRHA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient’s religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia, §2.2-4343.1E*)
In every contract over $10,000 the provisions in 1 and 2 below apply:

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 any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonable 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 nondiscrimination 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 these requirements.

2) The contractor will include the provisions of 1, above, in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. Ethics in Public Contracting:
By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. Immigration Reform and Control Act of 1986:
By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. Debarment Status:
By submitting their proposals, offerors certify that they are not currently debarred by RRHA, The Commonwealth of Virginia or the Federal Government from submitting offers or proposals on contracts for the type of goods and/or
services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. Antitrust:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to RRHA all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by RRHA under said contract.

H. MANDATORY USE OF RRHA FORM AND TERMS AND CONDITIONS FOR RFQs:

Failure to submit a proposal on the official RRHA form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the RRHA reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. Clarification of Terms:

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the Contract Officer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. Precedence of Terms:

The following Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT, HUD FORMS shall apply in all instances, except as otherwise provided by this RFQ. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the state and federal procurement guidelines outlined in the RRHA Procurement Policy, Virginia Public Procurement Act and 2 C.F.R., Part 200 shall apply.

K. Qualifications of Offerors:

RRHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to RRHA all such information and data for this purpose as may be requested. RRHA reserves the right to inspect offeror’s physical facilities prior to award to satisfy questions regarding the offeror’s
capabilities. RRHA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy RRHA that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated within.

L. Testing and Inspection:
RRHA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

M. Assignment of Contract:
A contract shall not be assignable by the contractor in whole or in part without the written consent of RRHA. None of the required work shall be subcontracted by the contractor without the prior, written consent of RRHA, which may be withheld by RRHA in its sole discretion. The contractor shall be as fully responsible to RRHA for acts and omissions of the contractor’s subcontractors and of persons either directly or indirectly employed by its subcontractors, as the contractor is for the acts and omissions of persons directly employed by the contractor. The contractor shall include in each subcontract the contractor enters into for the provision of goods and services under this contract, all provisions required to be included in such subcontracts established elsewhere within this contract.

N. Changes to the Contract:
Changes can be made to the contract in any of the following ways:
1) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2) RRHA may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give RRHA a credit for any savings. Said compensation shall be determined by one of the following methods:
   a. By mutual agreement between the parties in writing or
   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to RRHA’s right to audit the contractor’s records and/or to determine the correct number of units independently; or
c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. RRHA shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to RRHA within thirty (30) days from the date of receipt of the written order from RRHA. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in the accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with state and federal guidelines.

O. Default:
In case of failure to deliver goods or services in accordance with the contract terms and conditions, RRHA, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which RRHA, state and federal laws may have in place.

P. Taxes
Sales to the Richmond Redevelopment and Housing Authority are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

Q. Insurance:
By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The offeror further certified that the contractor and any subcontractors will maintain the insurance coverage during the entire term of the contract.

a) Contractor shall obtain and maintain, during the term of this contract, professional liability insurance coverage in a minimum amount of $1,000,000 with an insurance carrier have an AM Best rating of "B+"(or equivalent) or better and which is authorized to conduct business in the Commonwealth of Virginia ("State"). A certificate of such insurance must be on file with RRHA prior to Contractor commencing work hereunder. At RRHA's request, contractor shall name RRHA as additional insured under such professional
liability policy. So long as the contract is in effect, such professional liability insurance policy shall provide for thirty (30) days' prior written notice of cancellation to RRHA. Such professional liability policy shall continue to be enforceable for a minimum period of five (5) years following termination of this contract. Any subcontractor engaged by the contractor to perform services related to this contract shall be required to obtain and maintain professional liability insurance in accordance with the terms set forth in this paragraph.

b) Contractor shall obtain and maintain worker's compensation insurance as required, and in such policy limits as mandated, by the State and shall require any subcontractor engaged by contractor to satisfy such requirement as well. Contractor shall also obtain and maintain commercial automobile liability insurance (either under a separate policy or as an endorsement to a commercial general liability policy) for any automobiles owned by the contractor.

c) Contractor shall indemnify, hold harmless and defend RRHA, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:

- the provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by contractor or its agents, servants or employees;
- any conduct or misconduct of contractor not included in the above subparagraph hereof and for which RRHA, its agents, servants or employees are alleged to be liable;
- the negligence or other actionable fault of any subcontractors; or
- claims, suits, actions or proceedings of whatsoever nature that are brought by contractor's employees, candidates for employment, and statutory employees, as determined under the State workers' compensation laws.

d) The execution of the contract by contractor shall obligate contractor to comply with all the terms and conditions hereof. Notwithstanding any other term or condition of this contract, subparagraph "O" hereof shall survive the expiration or earlier termination of this contract for a period of five (5) years.

R. Announcement of Award:
Upon the award or the announcement of the decision to award a contract over $50,000, as a result of the solicitation, RRHA will publicly post such notice on RRHA website (www.rrha.org) and DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days. The notice is also posted in the Division of Procurement Services.
S. Drug-Free Workplace:
   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 on behalf of the
contractor the contractor maintains a drug-free workplace; and (iv) include the
provisions of the foregoing clauses in every subcontract or purchase order of
over $10,000, so that the provisions will be binding upon each subcontractor or
vendor.

   For the purposes 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, the employees of whom are prohibited from engaging in the
unlawful manufacture, sale, distribution, dispensation, possession, or use of any
controlled substance or marijuana during the performance of the contract.

T. Smoke-Free Workplace
   RRHA “smoke-free” policy bans the use of all prohibited tobacco products at any
location upon any RRHA property, whether indoors or outdoors, if such location
is within 25 feet of any building, door, or window on such property, including
public housing units, administrative office buildings, community centers, and
common areas. Contractors, vendors, and all employees and agents thereof, may
not use prohibited tobacco products in violation of RRHA’s “smoke-free” policy.

   For the purpose of this agreement, “prohibited tobacco product” means:

   a. Any item or device that involves the ignition and burning of tobacco
   leaves, including, without limitation, cigarettes, cigars, pipes, and water
   pipes (“hookahs”); and

   b. Any electronic device that provides a vapor of liquid nicotine, with or
   without other substances, which device simulates the use of lit tobacco
   products, including any such device whether manufactured or referred to
   as “e-cigarettes,” “e-cigars,” “e-pipes,” or any other product or trade
   name.
U. Non-discrimination of Contractors:
An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror or offeror employs ex-offenders unless RRHA has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, RRHA shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. Personnel:

1) The contractor represents that it will secure, at its own expense, all personnel necessary to perform the required services hereunder. Such personnel shall not be employees of RRHA nor shall they have any contractual relationship with RRHA. All commitments made by the contractor in the proposal (as modified herein) with respect to (i) the contractor’s qualifications and its satisfaction of mandatory requirements in the RFQ and (ii) the number and qualifications of its personnel to be assigned to this contract, shall be incorporated herein by this reference.

2) All the required services will be performed by the contractor or under its supervision, and all personnel employed by the contractor shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. The contractor shall not reassign any personnel specifically designated in the proposal to perform services under this contract without RRHA’s prior approval. The contractor certifies that it will comply with RRHA’s request for the reassignment of any employee of contractor performing the required services hereunder when RRHA determines, in its own reasonable opinion that such employee is not suited to work on this contract.

3) No person who has been previously convicted of a criminal act (whether misdemeanor or felony) or is serving a sentence in a penal or correctional institution shall be employed by the contractor or otherwise be allowed to work under this contract.
W. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

X. No Waiver:

No failure or delay by a party to insist on the strict performance of any term of this contract or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this contract nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, or termination is sought. No waiver of any breach shall affect or alter this contract, but each and every term of this contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this contract are cumulative and not exclusive of the remedies provided by law or in equity.

Y. Minority Business Participation:

The contractor shall use its best efforts to comply with the commitment it has made in the proposal relative to the participation of businesses primarily (at least 51%) owned by minorities, women, public housing residents, or small businesses (collectively, "Disadvantaged Business Enterprises) in the performance of this contract. By executing this contract, the contractor accepts the right of RRHA to appoint an RRHA employee to monitor the contractor’s compliance with the commitments and requirements of this paragraph. The contractor agrees to promptly submit reports to RRHA on request detailing the level of participation by Disadvantaged Business Enterprises in the contract. RRHA shall have the right to review all relevant documents of the contractor relating to the participation of Disadvantaged Business Enterprises in the contract on an ongoing basis. RRHA reserves the right to evaluate the
contractor’s performance with regard to the commitments and requirements of this paragraph on an annual basis.
IX. SPECIAL TERMS AND CONDITIONS

A. AWARD TO MULTIPLE OFFERORS:
Prequalification shall be made of two or more offerors deemed to be sufficiently experienced on the basis of the evaluation factors included in the Request for Proposals, including financial capacity, if so stated in the Request for Proposals. RRHA may cancel this Request for Qualifications or reject proposals at any time prior to its ultimate determination whether to pre-qualify all Applicants, and is not required to furnish a statement of the reasons why a particular Applicant was not considered qualified.

B. Notices:
1. Any notice, instruction, request or demand required to be given or made to the Applicant hereunder shall be deemed to be duly and properly given or made if delivered or mailed, postage pre-paid, by the Applicant.

2. Any notice, request, information, or documents required to be given or delivered hereunder by the contractor to RRHA or any of its representatives, unless stated otherwise elsewhere in this RFQ, shall be signed and approved in writing by the contractor, and shall be sufficiently given or delivered if mailed, certified or registered, postage prepaid, to:

   Richmond Redevelopment and housing Authority
   Purchasing Department
   901 Chamberlayne Parkway
   Richmond, VA 23220
   Attn: Kerry L. James, Director of Procurement

   Or to such representative or address as RRHA may designate in writing to the contractor.

C. Interest of Members of RRHA & Local Public Officials:
The following persons may not have any personal interest, direct or indirect, in the Applicant during such person’s tenure or for one year thereafter: (a) members of the RRHA board; (b) member, officers, employees, or agents of RRHA; (c) any public official of the City of Richmond (“City”) who exercises any functions or responsibilities with respect to RRHA; or (d) members of City Council.
ATTACHMENT A

EXCEPTIONS TO RFQ

Unless stated in this portion of the proposal, all offerors will be considered to have accepted all the terms of the RFQ and any addendum as issued without exception. In addition, offerors should note below any relevant additional services not previously covered in the RFQ document that they would like included. Please be detailed in your response.
ATTACHMENT B (FOR REFERENCE ONLY)

SECTION 3
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 implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

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

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

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 Richmond Metropolitan Area 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.

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 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 Richmond Metropolitan Area for the designated number of persons in a family in accordance with HUD FY 2019 Income Limits Summary.

<table>
<thead>
<tr>
<th>Income Limit Category</th>
<th>1 Person</th>
<th>2 Person</th>
<th>3 Person</th>
<th>4 Person</th>
<th>5 Person</th>
<th>6 Person</th>
<th>7 Person</th>
<th>8 Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Low (50%) Income Limits</td>
<td>$30,250</td>
<td>34,600</td>
<td>$38,900</td>
<td>$43,200</td>
<td>$46,700</td>
<td>$50,150</td>
<td>$53,600</td>
<td>$57,050</td>
</tr>
<tr>
<td>Extremely Low (30%) Income Limits</td>
<td>$18,150</td>
<td>$20,750</td>
<td>$23,350</td>
<td>$25,900</td>
<td>$30,170</td>
<td>$34,590</td>
<td>$39,010</td>
<td>$43,430</td>
</tr>
<tr>
<td>Low (80%) Income Limits</td>
<td>$48,400</td>
<td>$55,300</td>
<td>$62,200</td>
<td>$69,100</td>
<td>$74,650</td>
<td>$80,200</td>
<td>$85,700</td>
<td>$91,250</td>
</tr>
</tbody>
</table>
Minority Business and Section 3 Participation
Commitment Form

Project Name:

It is the policy of Richmond Redevelopment and Housing Authority ("RRHA") to encourage Minority and Section 3 participation in all contracts. To implement this policy, RRHA 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 3 Businesses and Section 3 Individuals.

Minority Participation:
For the purpose of this commitment, the term "Minority Business" means a business at least 51 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 Richmond or any other local, state, or federal agency that certifies businesses as a minority business.

Section 3 Participation:
For the purpose of this commitment, the term "Section 3" refers to Section 3 businesses and Section 3 individuals based on the definitions below:

Definitions:
Low Income Person as used above means a resident of the Richmond Metropolitan Area 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 Richmond metropolitan area at or below 80% of medium income or (b) business whose full-time employees are made up of at least 30% residents of Richmond metropolitan area at or below 80% of medium income. Such businesses are referred to as Section 3 Business.
Income Table
This table shows 80% of median income for Richmond Metropolitan Area for the designated number of persons in a family.

<table>
<thead>
<tr>
<th>1 person</th>
<th>2 persons</th>
<th>3 persons</th>
<th>4 persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>$48,400</td>
<td>$55,300</td>
<td>$62,200</td>
<td>$69,100</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5 persons</th>
<th>6 persons</th>
<th>7 persons</th>
<th>8 persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>$74,650</td>
<td>$80,200</td>
<td>$85,700</td>
<td>$91,250</td>
</tr>
</tbody>
</table>

To be considered a “Section 3 business or Section 3 individual”; the business must provide documentation supporting the income level of the employees and individuals.

Please indicate the percentage of Section 3 participation for this project. This refers to the percentage of the total dollar value of the Contract that will be available for Section 3 opportunities.

_________________________ Percent *

*RRHA will consider Minority and Section 3 participation in awarding this Contract. RRHA 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

_________________________ Name of Authorized Officer – printed

_________________________ Date

_________________________ Signature of Authorized Officer – signed
SECTION 3 COMPLIANCE FORM

Contractor

Address

City, State, Zip Code

Subject: Statement of compliance with Section 3 Clause

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 (Richmond Metropolitan Area). 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
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
    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
    % ownership of each
___ Organization chart with names and titles
    and brief function statement
___ Corporation Annual Report ___ Latest Board minutes appointing
    officers ___ Additional documentation

For Business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to 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
    years from day of employment than 3 years from date of employment
___
Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

___ Current financial statement
___ Statement of ability to comply with public 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) ___________________________
ATTACHMENT C

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for its employees any segregated facilities at any of its establishments, and that he does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for its employees any segregated facilities at any of its establishments, and that he will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of the bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion. or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in its files.

Date____________________, 20________

______________________________
(Name of Bidder)

Official Address

________________________________________________________________________

By ________________________________

Title ______________________________

________________________________________________________________________
ATTACHMENT D

STATEMENT OF APPLICANT'S QUALIFICATION

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.

2. Permanent main office address, including City, State, Zip Code, Phone Number and Fax Number.

3. When organized?

4. If incorporated, where incorporated?

5. How many years have you been engaged in business under your present firm or trade name?

6. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion). See attached

7. General character of work performed by your company.

8. Has the bidder/offeror ever failed to complete any work awarded to your firm? If so, where and why?
9. Has your firm ever defaulted on a contract? If so, where and why?

10. List the more important contracts recently completed by your firm, stating approximate gross cost for each, and the month and year completed.

11. List your major equipment available for the performance of this Contract.

12. Describe your firm’s experience in work similar in nature to this project. Provide a listing of at least three (3) current or recent accounts, either commercial or government (e.g., another public or housing project of similar dollar value) that your company is servicing, has serviced, or has provided similar services. Include a short description of the project, timeline, and dollar value. Also provide contact information including the company name, contact person name, telephone number and email address.

1. Project Description: ______________________________
   Timeline/Dates of Service: ______________________________
   Dollar Value: ______________________________
   Company Name: ______________________________
   Contact Person Name: ______________________________
   Contact Person Telephone Number: ______________________________
   Contact Person Email Address: ______________________________

2. Project Description: ______________________________
   Timeline/Dates of Service: ______________________________
   Dollar Value: ______________________________
   Company Name: ______________________________
   Contact Person Name: ______________________________
 RRHA Developer(s) City Wide
 RFQ #2019-15

 Contact Person Telephone Number: __________________________

 Contact Person Email Address: __________________________

 3. Project Description: __________________________

 Timeline/Dates of Service: __________________________

 Dollar Value: __________________________

 Company Name: __________________________

 Contact Person Name: __________________________

 Contact Person Telephone Number: __________________________

 Contact Person Email Address: __________________________

 13. List the background and experience of the principal members of your organization including the officers.

 14. Your firm is required, upon request, to fill out a detailed financial statement and furnish any other information that may be required by the Richmond Redevelopment and Housing Authority (RRHA). Do you agree to provide such information upon request?

 15. Has your firm ever been a party to or otherwise involved in any action or legal proceedings involving matters related to allegations of discrimination based on race, color, nationality, sex, or religion? If so, give full details.

 16. Has your firm ever been accused of discrimination based upon race, color, nationality, sex, or religion in any action or legal proceeding, including any proceeding related to any Federal Agency? If so, give full details.

 17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by in verification of the recitals comprising this Statement of Bidder's

Page 47 of 52
Qualifications.

Dated at this _____ day of ________________, 20____.

________________________________________
(Name of Contractor)

By: ________________________________

Title: ________________________________

State of ________________

) ss.

County of ________________

________________________________________, being duly sworn, deposes and says he is ____________________________

(Title)

of _____________________________ and that the answers to the

(Name of Organization)

foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _______ day of ________________, 20____

My Commission Expires ____________________________
ATTACHMENT E
NON-COLLUSIVE AFFIDAVIT

State of ________________________________________
County of _______________________________________.

__________________________, being first duly sworn, deposes and says that:

(1) He is ________________________________________
    (Owner, Partner, Officer, Representative or Agent)
    of ____________________________________________, the Bidder that has submitted
    the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached bid and
    of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

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

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

__________________________
(Name)
__________________________
(Title)

Subscribed and sworn to before me
this _____ day of ____________, 20____

______________________________________
______________________________________
______________________________________

My Commission Expires _______________________

Page 49 of 52
Attachment F

Map of RRHA Developments Including: Gilpin, Fairfield, Hillside, Mosby and Whitcomb
RRHA Public Housing Areas

Disclaimer:
The Richmond Redevelopment and Housing Authority assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any maps or information provided herein.
## List of RRHA Properties located in Jackson Ward Community

<table>
<thead>
<tr>
<th>Map Reference #</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 N0000068006</td>
<td>113 East Charity Street</td>
</tr>
<tr>
<td>2 N0000068007</td>
<td>115 East Charity Street</td>
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<tr>
<td>3 N0000068008</td>
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<tr>
<td>4 N0000068013</td>
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<tr>
<td>5 N0000068015</td>
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<tr>
<td>6 N0000068016</td>
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<tr>
<td>7 N0000068021</td>
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<td>8 N0000068024</td>
<td>116 East Baker Street</td>
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