

Request for Proposals #VHDA-012-10H Commercial Real Estate Property Appraisal



Commodity Codes: 94615 Appraisal Services, Real Estate
96164 Real Estate Services

RFP Issued: January 15, 2010

Virginia Housing Development Authority
Procurement Office
601 South Belvidere Street
Richmond, VA 23220
804.782.1986 / Toll Free— 877.VHDA.123
www.vhda.com

Receipt of Proposals: Unsealed proposals, subject to the conditions and instructions of this RFP, will be received at the above office until the time and date shown for furnishing the services described herein.

Proposals Due: Thursday, February 18, 2010 @ 2:00 p.m. Local Time

Scope of Services: To obtain, through competitive negotiations, commercial real estate appraisal service for insurable values on a "cost of reproduction new" and "cost of reproduction new less depreciation" basis.

Period of Performance: A contract resulting from this RFP shall be valid for five years with the option to renew for five consecutive one-year periods. The contract shall include a physical inspection of each property in year one and annual updates for each property in years two through five. If contract is renewed in subsequent one-year periods, the purpose of renewal will be to provide annual updates.

Contract Officer: Yvonne Henderson, CPPB
voice 804.343.5731, fax 804.343.8314, or e-mail yvonne.henderson@vhda.com

OFFERORS: SUBMIT AN ORIGINAL AND THREE COPIES OF YOUR PROPOSAL

In compliance with this RFP, and subject to all the conditions thereof, the undersigned offers to furnish the services requested and certifies he has read, understands, and agrees to all terms, conditions, and requirements of this solicitation and is authorized to contract on behalf of the firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

Email: _____ Federal Tax ID (or SSN): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

RETURN OF THIS PAGE IS REQUIRED.

**RFP RECEIPT CONFIRMATION FORM
RFP #VHDA-012-10H
Commercial Real Estate Property Appraisal**

Upon receipt, fill out this Receipt Confirmation Form and fax it to VHDA as indicated below. All subsequent information regarding this RFP will be directed only to those who return the form with an indication that they intend to submit a proposal.

Failure to return this form may result in no further communication from VHDA regarding this RFP.

Please complete and return this confirmation form within 5 working days to:

Yvonne Henderson, CPPB
Procurement Specialist
Virginia Housing Development Authority
601 S. Belvidere Street
Richmond, VA 23220
Tel. 804.343.5731 Fax: 804.343.8314

Company Name: _____

Address: _____

City/State/Zip Code: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

I have received a copy of the above noted RFP.

_____ We will be submitting a proposal / _____ We will not be submitting a proposal

I authorize the Virginia Housing Development Authority to send further correspondence that the Authority deems to be of an urgent nature by the following method:

E-Mail: _____ Fax #: _____

Print Name & Sign: _____

Title: _____

Other (be specific): _____

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- A. PURPOSE:** Pursuant to the Virginia Public Procurement Act, the Virginia Housing Development Authority (VHDA) requests unsealed proposals to establish a contractor contracts through competitive negotiations with a qualified firm or firms to provide commercial real estate appraisal services for insurable values in accordance with the requirements as stated in the Scope of Services section of the solicitation.
- B. DEFINITIONS:** In respect of this document, the following definitions shall apply:
1. RFP is the acronym for Request for Proposals. This RFP comprises all sections, documents and appendices found herein: the purpose statement, these definitions, general background, scope of services, proposal submission instructions, evaluation and award, VHDA draft contract/contractual terms, and Offeror executable forms.
 2. VHDA is the acronym for the issuing entity, the Virginia Housing Development Authority. VHDA and "Authority" will be used interchangeably throughout this RFP.
 3. Contract Officer shall mean VHDA's contract officer who shall be responsible for all material aspects of this RFP and the competitive negotiation process. The contract officer will utilize other VHDA associates, contract or consultant employees as may be necessary in the research, evaluation and negotiation processes of this project.
 4. Contract Administrator shall mean VHDA's assigned representative who shall be responsible for day to day oversight of this contract. The contract administrator shall be the eventual contractor's first point of contact.
 5. Offeror shall mean the respondent to this RFP; the firm submitting a proposal. The terms "Offeror," "Appraiser," and "Service Provider" may be used interchangeably throughout this RFP.
 6. Contractor shall refer to the eventual successful Offeror.
 7. Offer shall mean the Offeror's proposal to provide commercial property appraisal services.
 8. A Contract shall include the following documents, further delineated throughout this process and finally incorporated by reference at time of contract ratification:
 - a. this Request for Proposals, RFP #VHDA-012-10H, issue date January 15, 2010
 - b. the selected Offeror's original proposal;
 - c. the completed "executable forms" found in Appendix B of the RFP;
 - d. all negotiated terms, conditions, pricing tables, statements of work and any other negotiated documents and/or items.
- C. GENERAL BACKGROUND:** VHDA is a political subdivision of the Commonwealth of Virginia, created under the Virginia Housing Development Authority Act (the Act) enacted by the General Assembly in 1972, as amended. The Act empowers VHDA to finance the acquisition, construction, rehabilitation, and ownership of affordable housing for home ownership or occupancy by low-or moderate-income Virginians. To raise funds for mortgage loan operations, VHDA sells tax-exempt and taxable bonds to investors. VHDA notes, bonds, and other indebtedness are not obligations of the Commonwealth of Virginia nor is the Commonwealth liable for repayments of such obligations.

As a self-sustaining entity, VHDA does not draw upon the general taxing authority of the Commonwealth. Operating revenues are generated from interest on mortgage loans, program administration fees, and investment income from bond proceeds and accumulated earnings. In addition to its major mortgage loan programs, VHDA also administers various other programs related to its lending activities. Such programs include the Housing Choice Voucher program, which provides rental subsidies from federal funds, and the federal Low Income Housing Tax Credit program, which awards income tax credits for the purpose of developing low-income multifamily housing projects. VHDA also underwrites Resources Enabling Affordable Community Housing (REACH Virginia) initiatives for which VHDA subsidizes the interest rates on loans, principally for the elderly, disabled, homeless, and other low-income persons.

VHDA employs approximately 310 associates. It services roughly 49,000 first and second homeownership mortgage loans with outstanding balances totaling \$5.2 billion as well as roughly 1,400 rental property mortgage loans with outstanding balances totaling \$3.2 billion. VHDA is headquartered at 601 S. Belvidere Street, Richmond, VA and owns a training and education facility, the Virginia Housing Center (VHC) at 4224 Cox Road, Glen Allen, VA. VHC also serves as a temporary business continuity location. The Southwest-VHC, an office/conference facility is located at 105 E. Main in Wytheville.

This RFP does not commit VHDA to pay to any offeror costs they may incur in the preparation and/or submission of proposals, nor costs incurred to negotiate or enter into a contract.

Additional information about VHDA, including programmatic and financial information, may be found at www.vhda.com.

D. SCOPE OF SERVICES:

1. The Offeror shall physically inspect and appraise three office buildings owned, operated and occupied by VHDA as specified during the initial year of the contract for insurance value. VHDA buildings are defined as follows:
 - A. Virginia Housing Development Authority – Headquarters (VHDA – HQ)
601 South Belvidere Street, Richmond, VA 23220
144,000 sq. ft. office space plus 130,000 sq. ft. parking
Built in 1989
 - B. Virginia Housing Center (VHC)
4224 Cox Road, Glen Allen, VA 23230
38,000 sq. ft. office space/training facilities
Built in 1983, renovated in 2007
 - C. Southwest Virginia Housing Center (SWVHC)
105 E. Main Street, Wytheville, VA 24382
11,000 sq. ft. office space
Built in 1914, renovated in 2009
2. Annual updates: VHDA requests cost estimates for annual insurable value updates of each building appraisal. Offeror must describe in full the process for identifying additions,

demolition, renovations and construction inflation and identify the point of contact for this service. Annual updates must be conducted during the five-year contract and each of the one-year renewal periods. VHDA reserves the right not to conduct annual physical inspections after the one year contact period during the performance of the contract.

3. While the appraisal firm is encouraged to select the appraisal method most appropriate, the method chosen should include, but not be limited to, the following . Service provider shall inspect, measure and appraise all designated buildings, property and structures, including all of the existing fixtures and major service systems (i.e., boiler & machinery, electrical, plumbing, HVAC, fire alarm/sprinkler, security, elevator(s), etc.), and record the following for each:
 - a. Building description
 - b. Address
 - c. Occupancy type
 - d. Construction type (ISO construction type) – Structure, Walls, Roof
 - e. Square footage (gross)
 - f. Fire protection/security
 - g. Flood and Earthquake zone classification
 - h. Valuation on a Replacement Cost or Cost of Reproduction New Basis
 - i. Exclusion amount (for insurance purposes)
 - j. Color Photographs (4 sides) of each location (exterior) and color photographs of fixtures and service systems as deemed appropriate
4. Deliverables: Contractor shall provide a final appraisal report for each property to VHDA (PDF version format is encouraged). Information provided in the report shall include but not be limited to the following:
 - a. Property/site name
 - b. Property/building description and color photographs
 - c. Property address
 - d. Occupancy or use
 - e. Year built or estimated age
 - f. Gross square feet
 - g. Number of stories
 - h. Fire protection system/security
 - i. Valuation on a Replacement Cost or Cost of Reproduction New Basis
 - j. Exclusion amount
6. Offeror must comply with the current edition of the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation without departing from any binding requirements or specific guidelines.
7. Offeror must include a projected completion schedule.
8. Offeror must include clear and complete narrative appraisal reports. Attachment of one to three examples is recommended, provided that authorization of the client(s) is noted.
9. Offeror appraisals must be conducted within 90 days of notice of award.

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+ Not at 1.25"

E. SUBMISSION INSTRUCTIONS: Offerors shall prepare proposals in accordance with these instructions. Emphasis should be on accuracy, completeness, and clarity. All documents, reports, plans and other materials created under any resulting contract shall be the property of VHDA. All parts, pages, figures and tables should be numbered and clearly labeled.

1. Proposals must be submitted in accordance with all instructions and requirements of this RFP. Proposals must be submitted in an unsealed package with the RFP number, contract officer, proposal due date and time clearly shown on the front.
2. It will be the responsibility of the Offeror to ensure receipt of the proposal by VHDA prior to the due date /time. Postmarks will not be considered. Telephone, fax, electronic and verbal offers will not be accepted. **LATE PROPOSALS SHALL NOT BE ACCEPTED.**
3. If VHDA headquarters is closed for business at the proposal due date/time, unsealed proposals will be accepted until the next VHDA business day, at the scheduled time.
4. The Offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. Contact with any VHDA Associate other than as listed on Page 1, on the subject of this proposal is expressly forbidden except with the foreknowledge and written permission of the Procurement Manager.
6. **Questions:** Submit questions regarding the RFP in writing to Yvonne Henderson, CPPB, Procurement Specialist, no less than five days prior to the proposal due date. Questions may be faxed to (804) 343.5731 or emailed to yvonne.henderson@vhda.com
7. If you have obtained this proposal from our web page, eVA or other electronic media, you are not on record as potential Offeror and you must complete and return the RFP Receipt Confirmation Form, located on Page i herein, to ensure your firm is included in addenda and other communications regarding this RFP. However, it remains your responsibility to ensure your proposal package is complete and current. The original copy maintained by VHDA shall be considered the official copy. In the case of any inconsistency between proposal documents submitted to VHDA, but not clearly listed on the exception page of the document as an exception by the Offeror, the language of the official copy shall prevail.
8. Ownership of all data, materials and documentation originated and prepared for the RFP shall belong exclusively to VHDA and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 (F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. See Appendix B for additional information.
9. Your submission should follow our order and numbering system.

The proposal should be organized in the following major sections:

- I. Letter of Transmittal
- II. Signed cover page of this RFP
- III. Executive Summary
- IV. Table of Contents
- V. Corporate Background and Experience
- VI. Pricing Proposal

- I. **Letter of Transmittal:** The transmittal letter will indicate the intention of the Offeror to adhere to the provisions described in the RFP. It must:
 - a. Identify the submitting company/entity.
 - b. Be signed by the person authorized to contractually obligate the firm.
 - c. Identify the person responsible for proposal follow-up, interviews, etc.
 - d. Indicate any exceptions to the terms and conditions presented herein.
 - e. Acknowledge that the proposal is considered firm for 180 days after the due date for proposals or best and final offer is submitted.
- II. **Signature Page:** Complete/sign/submit the signature page of this RFP.
- III. **Executive Summary:** This section should be a brief narrative highlighting the proposal, Offeror history and experience but must not contain pricing.
- IV. **Table of Contents:** Clearly identify with section and page number.
- V. **Corporate Background and Experience:** Offeror must provide sufficient company data and resumes for each person who will service VHDA's account so their experience, stability and ability to support the commitments set forth herein can be evaluated. Identify the person directly responsible as the primary representative for VHDA's account. Offeror may be required to provide additional information. See Background Matrix in Appendix B.
- VI. **Pricing Proposal:** Offeror must include complete pricing for any and all services being offered in response to this RFP.

F. EVALUATION AND AWARD: Each proposal will be evaluated for compliance with the RFP instructions and terms and conditions set forth herein. The objective will be to recommend the firm who is the most fully qualified based upon the requirements outlined herein.

1. Criteria : The following criteria will be used in the evaluation of proposals:

- | | |
|---|-----|
| a. Offeror's experience and expertise in providing appraisals. | 45% |
| b. Pricing | 25% |
| c. References | 15% |
| d. Completeness of proposal and satisfaction of requirements and specifications set forth herein. | 10% |
| e. SWaM Qualifications/Participation. | 5% |

2. Process: Proposals will be evaluated and if necessary, interviews or conference calls scheduled with selected firms deemed to be fully qualified and best suited among those submitting proposals meeting the requirements of this RFP. Upon completion of this

evaluation process, VHDA shall select the Offeror, which in its opinion, has made the best proposal, and shall award a contract to that Offeror. Should VHDA determine that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Offeror

3. **Award:** Award shall be made to the responsible Offeror whose proposal is determined in writing to be the more advantageous to VHDA taking into consideration price and the evaluation factors set forth herein. VHDA may select more than one Offeror to provide services. The award of a contract shall be at the sole discretion of VHDA. The award shall be based on the evaluation of all information the Authority may request during the course of evaluations and interviews. VHDA reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities in the RFP. Further, VHDA reserves the right to enter into a contract deemed to be in its best interest. Upon making an award, or giving notice of intent to award, VHDA will place appropriate notice on the Procurement Posting Board in the publicly accessible lobby of the headquarters building and on the purchasing page of the VHDA website: <http://www.vhda.com>

APPENDIX A
VHDA Draft Contract and Contractual Terms and Conditions
RFP #VHDA-012-10H
Commercial Real Estate Property Appraisal

DRAFT COPY

**VIRGINIA HOUSING DEVELOPMENT AUTHORITY
STANDARD CONTRACT
Contract Number: VHDA-012-10H**

This contract entered into this xxth of xxxx, 2010, by _____ hereinafter called the "Contractor" and Virginia Housing Development Authority called VHDA.

WITNESSETH that the Contractor and the VHDA in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide Commercial Real Estate Appraisal Services for Insurable Values on a Cost of Reproduction New and Cost of Reproduction New Less Depreciation to VHDA as set forth in the Contract Documents.

CONTRACT PERIOD: As mutually agreeable to both parties, prior to award.

COMPENSATION:

CONTRACT DOCUMENTS: The contract documents shall consist of:

- (1) This signed form;
- (2) The Request for Proposal issued– January 15, 2010;
- (3) Any addenda (if issued);
- (4) Contractor's original response to #2 above;
- (5) Any Statements of Work as may be developed
- (6) Documentation of any contract negotiations;
- (7) Other documentation developed that are legally binding/contractual in nature.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

XXXXXXXX:

VHDA:

By:

By:

Name

Name

Title

Title

Date:

Date:

A. APPEALS PROCEDURE:

1. In the event of a claim by Contractor arising out of the performance of this contract, the Contractor shall submit to VHDA, no later than 60 days after final payment to the Contractor under the procurement contract, a written claim (hereinafter the "Written Claim") for money or other appropriate relief stating the facts and circumstances upon which the claim is based and the nature of the relief sought; provided, however, that unless the Contractor filed with VHDA a written notice of intention (hereinafter "Notice of Intent") to file such Written Claim at the time of the occurrence or at the beginning of the work upon which the claim is based, then the Contractor shall be deemed to have waived his claim. For purposes of this paragraph, the phrase "at the beginning of the work" shall mean within 7 days after any goods or services are first provided pursuant to the procurement contract, and the phrase "at the time of the occurrence" shall mean within 7 days of the first event giving rise to the claim; provided, however, that in instances where the event giving rise to the claim is an alleged wrongful omission or wrongful failure to act, the 7 day time period shall begin to run from the time that duty to act arose. For purposes of this Exhibit, a Written Claim and a Notice of Intent shall be deemed filed when it is received by VHDA.
2. Within 90 days of the filing of the Written Claim, VHDA shall conduct an initial meeting with the Contractor who shall have the right to have his attorneys present. VHDA shall establish the date, time and place of such initial meeting and shall give notice to the Contractor of such meeting at least 17 days prior thereto. (Such notice may be written or oral and shall be deemed to be given when received by the Contractor.) Failure by VHDA to initially meet with the Contractor within said 90 days shall be deemed a denial of the Contractor's claim. If deemed necessary by VHDA, additional meetings with the Contractor shall be held by VHDA subsequent to said initial meeting. Such additional meetings may be held after the expiration of the above-described 90 day period. Failure by the Contractor to attend any meetings under this paragraph (b) shall be deemed a waiver of the Contractor's claim. The Contractor shall have the burden of proof with regard to the claim. The Contractor and his attorneys shall have the right to present witnesses, documents and other evidence in support of the claim. At each such meeting, VHDA shall be represented by the Executive Director or a person appointed by the Executive Director. VHDA shall also have the right to have its attorneys present at each meeting to present witnesses, documents and other evidence.
3. All such meetings shall be conducted on an informal basis, and the rules of evidence shall not apply. Witnesses shall not be sworn, nor shall recordings or transcripts be taken or made of any meeting. VHDA and the Contractor may agree, pursuant to paragraph (f), to record or transcribe any meeting, however, such recording or transcript shall not be admissible in any court or any other tribunal unless the written agreement shall expressly so provide.
4. Within 60 days after all such meetings have been completed, the Executive Director, or any person appointed by the Executive Director, shall present his/her recommendation regarding such claim in writing to VHDA's Board of Commissioners (hereinafter the "Board"). The Contractor shall have the right to receive a copy of said recommendation. Within 75 days after the Executive Director or the Executive Director's appointee submits said recommendation to the Board, the Board shall render its decision in writing with regard to the claim. In the event that the Executive Director, or any person appointed by the Executive Director, does not present his/her recommendations within said 60 day period or in the event that the Board does not render such decision within said 75 day period, the Contractor's claim shall be deemed to have been denied. Nothing herein shall preclude the Executive Director or any person appointed by the Executive Director from conducting informal negotiations with the Contractor on the claim or from settling the claim.
5. The decision of the Board shall be final and conclusive unless the Contractor appeals within six months of the final decision on the claim by the Board by instituting legal action as provided in Section 2.2-4364 of the Virginia Code.
6. The provisions and procedures set forth in this Exhibit may be modified or amended by written agreement between the Contractor and VHDA.
7. Procedures set forth herein shall apply only to disputes arising out of the performance of a procurement contract and of a contractual nature. They shall not apply to disputes arising out of or relating to any other matters, including but not limited to, any of the following:
 - a. disqualification of bidders or offerors from participation in the bidding or competitive negotiation process;

- b. withdrawal of bids; or
- c. disputes concerning the award or proposed award of contracts.

- B. APPLICABLE LAW AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Offeror shall comply with applicable federal, state and local laws and regulations.
- C. ASSIGNMENT OF CONTRACT:** This contract shall not be assignable by the Contractor in whole or in part without the written consent of VHDA.
- D. AUDIT:** Contractor shall retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by VHDA, whichever is sooner. VHDA, its authorized agents, or other auditors shall have full access to and the right to examine any of said materials during said period.
- E. AVAILABILITY OF FUNDS:** This contract shall be deemed executory only to the extent of funding available to each VHDA operating division for the purchase of such articles or services. VHDA's extended obligations on this contract that envision extended funding through successive fiscal periods shall be contingent upon actual funding for the following years.
- F. CANCELLATION OF CONTRACT:** The Authority reserves the right to cancel and terminate for its convenience this contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver/perform on all orders issued prior to the effective date of cancellation.
- G. CHANGES TO THE CONTRACT:** Changes to this contract can be made in the following ways:
1. The parties may agree in writing to modify the scope of this contract. An increase or decrease in the price of this contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of this contract.
 2. VHDA may order changes within the general scope of this contract at any time by written notice to the Contractor. Changes within the scope of this contract include, but are not limited to, 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 the Authority 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 this 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 the Authority'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 this contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Authority with all vouchers and records of expenses incurred and savings realized. The Authority 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 the Authority within 30 days from the date of receipt of the written order from the Authority. 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 accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Authority or with the performance of the contract generally.

H. CONFIDENTIALITY:

1. **Information Provided To Contractor:** Other than information and documents ("information") made publicly available by VHDA, information provided to the Contractor by VHDA is considered confidential and exclusively for the use of VHDA. The Contractor's personnel are not authorized to disclose such information or their opinions and findings in connection therewith to any person not employed by the Contractor or VHDA unless Contractor has received VHDA's approval to do so.
2. **VHDA:** VHDA agrees that it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the Contractor in writing or as required by the Freedom of Information Act. It shall be the Contractor's responsibility to fully comply with § 2.2-4342F of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to VHDA.
3. **Contractor:** The Contractor assures that information and data obtained as to personal facts and circumstances related to clients of VHDA will be collected and held confidential, during and following the term of this contract, and will not be divulged without the individual's and VHDA's written consent. At close of business relationship with Contractor, Contractor agrees to provide all data collected and hosted on its systems to VHDA. Once data has been provided to VHDA, the Contractor will certify that VHDA's proprietary data is fully removed from Contractor's systems using methods acceptable to VHDA. Contractor's personnel and sub-contractors working on this project will be required to sign a Confidentiality statement.

I. DEBARMENT STATUS: The Contractor certifies it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services to be provided under this contract nor is it an agent of any person or entity currently debarred.

J. DEFAULT: In case of failure to deliver services in accordance with this contract, VHDA, 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 shall be in addition to any other remedies available to VHDA.

K. DRUG and SMOKE-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 that 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.

VHDA is a smoke-free workplace. This means that smoking is prohibited in all interior areas of all VHDA facilities, workspaces, storage areas, etc.

L. INDEMNIFICATION REQUIREMENTS: The Contractor shall defend, indemnify, and save VHDA harmless from any loss or damage to property, injury to or death of an employee or anyone else of VHDA arising out of the performance of this contract, excepting negligence or willful act of VHDA. The Contractor agrees to defend, hold harmless and indemnify VHDA from and to maintain liability insurance protecting VHDA from any liability for the acts of the Contractor including but not limited to, personal injury, property damage, defamation of character, and contractual and worker's compensation.

- M. INDEPENDENT CONTRACTOR:** The Contractor's relationship with VHDA shall be as an independent contractor and this contract shall not appoint or authorize such Contractor as an agent for VHDA.
- N. INSURANCE:** The Contractor certifies that it has the following insurance coverages as of the date of this contract. The Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of this contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Insurance Coverage Required:

1. Workers' Compensation - Statutory requirements and benefits.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 - Combined single limit. (Only required if motor vehicle is to be used in this contract.)
5. Carry One Million Dollars (\$1,000,000) in general liability coverage. VHDA to be named as additional insured. Provide VHDA with Certificate of Insurance. Carry adequate professional liability insurance and provide evidence of coverage. Contractor to indemnify and hold VHDA harmless for any harm or damages relating to contractor's services or equipment.

General Requirements:

6. All insurance policies shall be written with a company or companies licensed to conduct business within the Commonwealth of Virginia. Insurance policies shall be endorsed to give VHDA 30 day's written notice (10 days in case of Workers Compensation) of cancellation, non-renewal or material change in coverage or limits.
7. Offeror's insurance shall be primary as respects VHDA. Any insurance or selfinsurance maintained by VHDA shall be excess of the Offeror's insurance and shall not contribute to it. The Offeror's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
8. The Offeror's insurer shall agree to waive all rights of subrogation against VHDA for losses arising from work performed by the Offeror for VHDA. The Offeror shall make reasonable and prompt restitution by cash, replacement or repair, subject to VHDA's approval, covering any damage for which VHDA determines the Offeror is liable.
9. VHDA reserves the right to require complete, certified copies of all required insurance policies. Evidence of Coverage in the form of an original Certificate of Insurance shall be submitted to VHDA before work commences and upon each renewal or change in insurance for the entire term of the contract. The Certificate of Insurance shall indicate VHDA's additional insured status on the Offeror's general, auto, excess and umbrella policies. The Offeror also agrees to have deficiencies in the insurance policies promptly corrected as per the directions of VHDA or its representative. If, because of a change in circumstances, VHDA determines that the insurance provisions in this contract do not provide adequate protection for VHDA, VHDA may require the Offeror to obtain insurance sufficient in coverage, form and amount to provide adequate protections.

Neither Contractor, nor its employees or sub-contractors, shall be provided hospitalization insurance, life or disability insurance, or any so-called "fringe benefits" (including, without limitation, sick leave or vacation time) by VHDA. Contractor shall be responsible for and shall pay all state and federal taxes (including social security) imposed on Contractor or its employees because of this contractual relationship. Contractor shall assume full responsibility for payment of all federal, state and local taxes, or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to this contract.

- O. METHOD OF PAYMENT:** Contractor shall invoice based on the contractual pricing schedule. In accordance with the Commonwealth of Virginia Prompt Payment Act, payment terms shall be net 30 days from the receipt of a proper invoice by VHDA. The invoice shall list the Contract number, date of invoice, remittance address and any discounts offered for early payment. The invoice shall be mailed to the following address:

Virginia Housing Development Authority
ATTN: Linda Evans
601 S. Belvidere Street
Richmond, VA 23220

- P. NON-DISCRIMINATION OF CONTRACTORS:** The Contractor shall not be discriminated against in this contract because of race, religion, color, sex, national origin, age, disability, familial status, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless VHDA has made a written determination that employing ex-offenders on the contract is not in its best interest. If the Contractor is a faith-based organization, and an individual who applies for or receives services or disbursements pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the services or disbursements, VHDA shall offer the individual, after reasonable period of time from the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider. (*Code of Virginia*, § 2.2-4343.1H).

Q. PAYMENT:

1. To Prime Contractor.
 - a. If work hereunder is performed by a subcontractor, then, within seven days after receipt of amounts paid to Contractor by VHDA for work performed by the subcontractor, Contractor must either pay the subcontractor for the proportionate share of the total payment received from VHDA attributable to the work performed by the subcontractor under this contract, or notify VHDA and the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 - b. Contractor must provide SSN or FEIN.
 - c. Contractor must pay interest to all subcontractors on all amounts that remain unpaid after seven days following receipt by Contractor of payment from VHDA for work performed by any subcontractors under this contract.
 - d. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
 - e. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - f. All services provided under this contract or purchase order shall be billed by the Contractor at the contract price.
 - g. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.
2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from VHDA for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii. To notify VHDA and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of 1% per month (unless otherwise stipulated in the contract) on all amounts owed by the Contractor that remain unpaid seven days following receipt of payment from VHDA, except for amounts withheld as stated above. The mailing date by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge may not be construed to be an obligation of VHDA.

- R. SMALL BUSINESS INITIATIVE:** Where it is practicable for any portion of this contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to small businesses. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing VHDA the following information: small business name and phone number, total dollar amount subcontracted, SWaM category type, and good/service provided.
- S. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VHDA. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish VHDA the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

Appendix B
Executable Forms for Inclusion in Proposals
RFP #VHDA-012-10H
Commercial Real Estate Property Appraisal

Offeror is required to complete the following documents and submit with Proposal. Failure to submit any or all of these documents *may* be cause for rejection of your proposal.

1. Business Objectives for Small, Woman -owned & Minority-owned (SWaM) Firms
2. Anti -Collusion Certification
3. Designation of Trade Secrets and/or Proprietary Information in Proposals
4. Offeror Background Matrix
5. Offeror Exceptions to Terms and Conditions

**Business Objectives for
Small, Woman-Owned & Minority-Owned Firms
RFP #VHDA-012-10H
Commercial Real Estate Property Appraisal**

It is the policy of VHDA to facilitate the establishment, preservation, and strengthening of small (S), women-owned (W) and minority-owned (M) businesses (SWaM) and to encourage their participation in our procurement activities. Toward that end, VHDA encourages these firms to compete and encourages non-SWaM firms to provide for the participation of SWaM businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities. The Offeror is requested to indicate how such businesses shall be utilized in the performance of this contract.

Complete the following information and return the form with your package.

1. If you are a SWaM firm, please check one of the following:

____ Small ____ Woman-Owned ____ Minority-Owned

Va Dept of Minority Business Enterprise ID # _____

2. If you are not a SWaM firm but utilize SWaM businesses to support the operations of your firm, In the spaces below, report the average annual dollars that you paid out to SWa M firms over the past three years.

Total **Small Business** Dollars to be Sub-contracted \$ _____

Total **Minority-owned** Dollars to be Sub-contracted \$ _____

Total **Woman-owned** Dollars to be Sub-contracted \$ _____

3. If you are not a SWaM firm and do not utilize SWaM firms to support your business, please state your reasons:

RETURN OF THIS DATA IS REQUIRED.

ANTI-COLLUSION CERTIFICATION
RFP #VHDA-012-10H
Commercial Real Estate Property Appraisal

The Offeror certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The Offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Offeror Signature: _____

Notary:

Signed: _____

Date: _____

Name of Company: _____

Notary: _____

My term expires: _____

Date: _____

Seal:

RETURN OF THIS PAGE IS REQUIRED.

Designation of Trade Secrets and/or Proprietary Information
RFP #VHDA-012-10H
Commercial Real Estate Property Appraisal

Trade Secrets/Proprietary Information: Trade Secrets or Proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of the Code of Virginia).

Check only one:

- () **No**, the proposal submitted does not contain trade secrets and/or proprietary information.
- () **Yes**, the proposal submitted does contain trade secrets and/or proprietary information.

If **YES**, please list the page numbers and the reasons why the information is considered a trade secret and/or proprietary information.

Pricing may not be considered proprietary.

The entire proposal may not be considered proprietary. So indicating may be cause for rejection of your proposal.

RETURN OF THIS PAGE IS REQUIRED.

Offeror Background Matrix
RFP #VHDA-012-10H
Commercial Real Estate Property Appraisal

Offeror must have the capability and capacity in all respects to fully satisfy the contractual requirements. The Offeror's signature on the cover of this solicitation certifies such.

1. **YEARS IN BUSINESS:** Number of years in business providing commercial real estate property appraisals described in this solicitation: _____Years _____Months.

2. **TYPE OF BUSINESS:** Please indicate if your firm is one or more of the following:

☐ SMALL	☐ WOMAN-OWNED	☐ MINORITY-OWNED
☐ SOLE PROPRIETORSHIP	☐ INDIVIDUAL	☐ CORPORATION
☐ PARTNERSHIP	☐ SHELTERED WORKSHOP	

3. **REFERENCES:** Provide at least **five current clients** , willing to serve as a reference for you, similar in size and scope of services to those specified herein. Include name and address contacts for verification as well as the length of service, year contract originated and specific product(s) and if applicable, support provided.

4. Publicly held company? _____. If so, on what Exchange is it listed
Dun & Bradstreet number? _____

5. Provide form 10K or most recent audited financial statement, if not publicly held.

6. How long has the company been providing same/similar services as those requested herein?

RETURN OF THIS DATA IS REQUIRED.

Offeror Exception to VHDA Terms and Conditions
RFP #VHDA-012-10H
Commercial Real Estate Property Appraisal

Offeror is requested to stipulate to any and all exceptions to any clause, paragraph, term and/or condition of this Request for Proposals, #VHDA-012-10H for commercial real estate property appraisal. Offeror shall reference the page number, section and paragraph identification and title of the clause. Offeror shall provide an alternate or revised version of the VHDA clause for consideration by the VHDA Procurement and Legal teams.

Section/Appendix_____ Page #_____ Paragraph #_____

Title_____

Proposed Changes/Edits:

OFFEROR/FIRM NAME:_____

() **EXCEPTIONS DOCUMENTED:** _____

() **NO EXCEPTIONS TAKEN:** _____

RETURN OF THIS DATA IS REQUIRED.