

**Valley Community
Services Board
Request for Proposals
(RFP)**

RFP Number: 2017-02

**Affordable Rental Housing
Development Project for Persons with
Severe and Persistent Mental Illness**

Offered by:

Valley Community Services Board

Contact:

Tammy Dubose, Director of Administrative Services

E-Mail:

tdubose@vcsb.org Phone:

(540) 213-7588

Submittal Due Date:

2/1/2018

**Stamped "Received"
Prior to, 2:00pm, Local
Time**

Request for Proposals
Affordable Rental Housing Development Project for
Persons with Severe and Persistent Mental Illness

PRE-PROPOSAL CONFERENCE

Date: 12/18/2017
Time: 10:00 am Local Time
Place: Valley Community Services Board
Conference Room #144
85 Sangers Lane
Staunton, VA 24401

SUBMITTAL DUE DATE

Date: 2/1/2018
Time: 2:00 p.m. Local Time
Place: Purchasing Department
Valley Community Services Board
85 Sangers Lane
Staunton, VA 24401

RETURN RESPONSES

Hand Deliver to: Rachel Rivers, Purchasing Agent
Valley Community Services Board
85 Sangers Lane
Staunton, VA 24401

Mail To: Rachel Rivers, Purchasing Agent
Valley Community Services Board
85 Sangers Lane
Staunton, VA 24401

Contact: Tammy Dubose, Director of Administrative
Services
Valley Community Services Board
(540) 213-7588, Fax (540) 887-3245,
E-mail: tdubose@vcsb.org

All proposals should be provided to the Purchasing Agent in a Sealed
Envelope marked:

Affordable Rental Housing Development
Project RFP- #2017-02
Developer Submittal

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PART 1

REQUEST FOR PROPOSALS **LEGAL NOTICE**

Valley Community Services Board
Invites Proposals for an

AFFORDABLE RENTAL HOUSING DEVELOPMENT PROJECT

Valley Community Services Board (VCSB) is inviting non-profit developers to submit proposals for the development of affordable rental housing for persons with severe and persistent mental illness in Augusta County, City of Staunton, City of Waynesboro, and/or Highland County.

I. LOCATION:

Projects must be located in Staunton/Waynesboro/Augusta County/Highland County.

II. DEVELOPMENT AND MANAGEMENT:

VCSB will allocate up to \$250,000.00 in funds towards the construction of a permanently affordable, rental, affordable housing development project with at least 8 units for individuals with serious mental illness. The project will operate as supportive housing where the non-profit supportive housing provider provides ongoing property management and coordinates with VCSB to ensure that eligible supportive housing tenants are housed and served. Proposed affordable housing development projects must take into consideration a variety of needs including but not limited to: access to public transportation, proximity to shopping, access to healthcare, and public safety. The development should be pedestrian friendly and designed to create a sense of community.

III. ELIGIBLE RESPONSE ENTITIES

Nonprofit organizations along with their development team, such as for-profit corporations, limited liability companies, and partnerships which have demonstrated capability in providing the services for which they are applying are eligible to respond as Applicants to this RFP. Lead applicant organizations must have not-for-profit status under 501(c)(3) of the U.S. Internal Revenue Service Code. In addition, the non-profit must demonstrate at least ten (10) years' experience in (1) the construction, acquisition, or acquisition/rehabilitation and (2) the management of supported housing.

IV. SCOPE:

- A. The highest priority use for these funds is the creation of additional permanent supportive housing through new construction, adaptive reuse, or rehabilitation of an existing structure. The intent is to provide a development subsidy for the creation of at least 8 additional permanent supportive units.
- B. Funds are structured as a forgivable loan. As long as the project is used for permanent supportive housing for a period of 20 years, there will be no repayment. Should the project's use change during the 20-year period, then a prorated portion of the funding would have to be repaid. A deed of trust/lien will be placed on the property to ensure continued use as permanent supportive housing.

- C. Funds may be used for, construction (new construction, rehabilitation or adaptive reuse) and essential on-site improvements required for the permanent supportive housing.

V. SELECTION PROCESS:

Developer selection will involve a two-stage process:

- First Stage: Qualification, Project Submissions, and Developer Selection
- Second Stage: Contract Negotiations with selected Developer

VI. SELECTION CRITERIA:

- Project's ability to meet the affordable housing needs of persons with severe and persistent mental illness in Augusta County, Highland County, City of Staunton, and/or City of Waynesboro.
- The ability of the Development Team to manage the development process;
- Developer's Overall Approach to Development;
- Project Design and Architectural Design Quality;
- Experience and Success Record of the Developer/Property Manager;

VII. PROPOSAL SUBMISSION:

A Pre-Proposal conference will be held on Monday, December 18, 2017 at 10:00 am local time, at Valley Community Services Board, Conference Room, #144, 85 Sangers Lane, Staunton, VA 24401

Sealed proposals for the redevelopment of the property will be received in the office of the Purchasing Agent of Valley Community Services Board, 85 Sangers Lane, Staunton, VA 24401 until **2:00 pm local time on Thursday, February 1, 2018.**

The RFP containing all information and instructions to Developers, copies of planning documents relevant to this Request for Proposals, and the forms required to be filled out and submitted as part of the proposal will be available on or before Friday, December 1, 2017 on the Valley Community Services Board Website MyValleyCSB.org and eVA, eva.virginia.gov Virginia's Public Procurement site.

VALLEY COMMUNITY SERVICES BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO END THE SELECTION PROCESS AT ITS DISCRETION.

CONTACT PERSON: Tammy Dubose, Director of Administrative Services (540) 213-7588; tdubose@vcsb.org

PART 2

GENERAL INFORMATION AND REQUIREMENTS

A. INTRODUCTION

Valley Community Services Board wishes to promote development of affordable rental housing in Augusta County, Highland County, City of Staunton, and/or City of Waynesboro. This Request for Proposal is intended to solicit creative Affordable Housing Development proposals, resulting in the construction of a sustainable affordable rental housing Project with at least 8 units. The non-profit Developer may contract with one or more subcontractors in order to carry out the Project. The potential Developers should feel free to seek advice and ask questions, as much as necessary to produce the best proposal. All requests for information, clarification, and additional information should be directed in writing (e-mail preferred over fax and letter) to:

Tammy Dubose, Director of Administrative Services

Valley Community Services Board

85 Sangers Lane

Staunton, VA 24401

Phone: (540) 213-7588

Fax: (540) 887-3245

Email: tdubose@vcsb.org

Developers interested in receiving responses to submitted questions should notify Valley Community Services Board electronically (via e-mail), or by letter. Questions from all Developers will be accumulated, and responses sent in writing simultaneously to all Developers. Valley Community Services Board will take reasonable steps to ensure that any modification shall be distributed in writing to all who have notified Valley Community Services Board. In addition, follow-up submittal workshops may be scheduled, at Valley Community Services Board's discretion, to ensure a full exchange of pertinent information.

Valley Community Services Board reserves the right to accept or reject any and all proposals based on the evaluation of the Developers' responses to this request. All costs incurred by the Developers associated with this process are the sole responsibility of the Developers.

B. DEVELOPMENT INTENT AND DESIGN CONSIDERATIONS

Valley Community Services Board prefers proposals for pedestrian friendly projects, designed to limit automobile traffic and encourage pedestrian activity with interior pathways linking residences to public spaces, open spaces and adjacent sidewalks. Amenities appropriate to the Developers' intended market segments are also encouraged.

The desired development in the Affordable Rental Housing Development Project is rental housing to accommodate eight units for individuals at 50% AMI or below.

C. DEVELOPER SELECTION PROCESS

Stages In Developer Selection:

Developer selection for the Affordable Rental Housing Development Project will involve a two-stage process.

First Stage: In the first stage, Valley Community Services Board has released and is seeking responses to this Request for Proposals, which will be used to select a Developer for the development and ongoing operation of this project. Developers will submit their qualifications and development proposals. Valley Community Services Board encourages all interested Developers to present a simple, straightforward statement of their qualifications for review. Proposals will require submission of detailed written financial and design proposals described below. Once all responses are reviewed and scored, the qualified teams may also be asked to make a verbal presentation and answer questions. Assessment of the written proposals and verbal presentations will be used to select one Developer to undertake the Project.

Second Stage: This stage will consist of negotiations between Valley Community Services Board and the selected Developer, culminating in a Development Agreement for the project. During this stage, the Developer may be required to provide additional information on financial, program, design, and other aspects of the proposed project. The Developer will be asked to respond to comments, indicate his/her willingness to make appropriate modifications and make a "best and final" offer in response to issues raised and final terms established during negotiation.

Evaluation/Advisory Team:

As noted above, in the First Stage, RFP Responses will be initially reviewed, evaluated, and scored according to Criteria provided in Part I below by Valley Community Services Board Staff to determine compliance and eligibility with the requirements of this RFP. The staff will recommend final selections to the Executive Director of Valley Community Services Board.

D. QUALIFICATIONS & DEVELOPMENT PROPOSAL SUBMITTAL

Proposal Submission – General Requirements:

Proposal Format and Contents: Submit one (1) original and four (4) typed copies of the entire application package, all of which are three-hole punched, including all items below, with these exceptions: Submit only one copy each of the Certification Documents. Each Developer must respond to all requested information below and complete the attached forms. Each category of proposal requirements is detailed below, including the forms, and must be separated by tabs and

identified by numbered pages corresponding to a table of contents. **All items listed in the Application Exhibits Checklist are required, including the narrative described below.**

Proposal Narrative:

General: The Proposal Narrative must address each of the following topics:

1. Identification of Developer Entity. Describe the type of organization and provide name and contact information for the primary RFP Contact Person, as well as names and titles of other key principals;
2. Developer's Organizational and Management Capacity. Describe the overall management expertise of the organization. Provide a resume of relevant experience and education for each principal in the firm. Identify the key personnel and their roles in the project and describe their experience with respect to various phases of development and home building. Include an organizational chart that shows how the Development staff will work together and the lines of responsibility. Describe the organization's experience in developing affordable housing, and in developing relationships with diverse and sometimes competing interests leading to support for a project. Include organizational documents and financial statements listed in the Checklist. Describe the expertise of the organization in the ongoing management of supportive housing, including coordination with community service providers.
3. Development Team Members. Identify co-developers, contractor, primary sub-contractors if known, architect, and other team members in the narrative. (Details of their responsibilities and compensations may be provided on Form #1.)
4. Experience. Provide an overview of the Developer's prior history of performance in similar housing redevelopment projects. Start with the latest project and go back three years by project and indicate the following:
 - a. Project name and address;
 - b. Project Team, specifically Architect, Contractor (s), Construction and Mortgage Lenders, and Homeowner Education /Counseling Provider;
 - c. Project type, with income target mix and sales schedule/experience;
 - d. Number of square feet of developed space, dollar amount of real estate valuation created
 - e. Sustainable components if applicable;
 - f. Evaluation of completed project and whether it was completed according to the original project schedule and original project budget, and community benefits derived;
 - g. Summary of partnerships with government and/or other entities;
 - h. Elevation drawings or photographs of previous projects, for the purpose of illustrating the quality of architectural design. All drawings and photos will be retained by Valley Community Services Board;
 - i. Detailed explanation of all sources of funding for the project, both public and private, debt and equity. Including conventional financing, equity, bond financing, government loan guarantees, or other government assistance required in the projects. Developers may provide additional information that illustrates the Developer's capacity to deliver project financing from public and private sources in an effective manner.
 - j. State names, telephone numbers and addresses of owners, government officials or others knowledgeable of the projects for verification purposes; and
 - k. Describe any problems encountered during the planning, design, and development and the ways in which such problems were solved.

5. Target Area: Augusta County, Highland County, City of Staunton, and/or City of Waynesboro
6. Target Population. Describe how the project will be designed to serve adults with serious mental illness. Also include how the Project design, marketing, and property management services will be provided to such a population.
7. Development Approach with Preliminary Site Plan, Typical Building Elevations and Outline Specs. Provide a narrative overview of the proposed conceptual plan and development approach including the general rationale for the site layout, the locations of various building types, the proposed architectural style and concept for the building facades, the types and locations of public space and open space, landscaping and any other amenities, and any other key features of the development plan. The proposal should describe how the proposed development responds to the development intent of this RFP, and how the development interacts with the existing neighborhood and adjacent developments. This narrative will be accompanied with 3 copies of a preliminary site development plan indicating all the general requirements of a site development plan, number of units, square footage, lot layout, parking, ingress and egress and traffic circulation within the site. Typical Building Elevations should include representations of each housing type.
8. Financial Pro Forma. A detailed financial pro forma including a project budget, an estimate of total development costs broken out by hard and soft costs, sources of funds, including equity, construction financing, and permanent financing required to complete the project. Please use attached Forms. This project budget must include all costs associated with completing the development, including the cost of any on-site or off-site infrastructure improvements, grading, drainage and utility relocation.
9. Requested Funding. Provide a written rationale of the need for the requested funding included in the pro forma.
10. Project Timeline. Describe the timing of key phases of the work and state the total time period required for completion. Provide a detailed task analysis with timeline of the proposed services offered by the Developer and the proposed time period for completing the development on the vacant parcels. The timelines shall include detailed project schedules for closing, securing development approvals, construction and occupancy.

E. PRE-PROPOSAL CONFERENCE

Staff of Valley Community Services Board will conduct one pre-proposal conference for entities interested in submitting proposals in response to this solicitation as follows:

Date: Friday, December 18, 2017
Time: 10:00am Local Time
Place: Valley Community Services Board
Conference Room #144
85 Sangers Lane
Staunton, VA 24401

F. SELECTION CRITERIA

All proposals will be considered for selection based on the following criteria:
The Developer's response and supporting documentation provided within the Affordable Housing Rental Project Application and Ranking Matrix.

G. NEGOTIATIONS WITH DEVELOPER

Valley Community Services Board will review and analyze all complete proposals. Developers should be prepared to respond to requests for presentations or other means deemed necessary to assist in the evaluation process. Valley community Services Board at its option may award proposal on the basis of the written response to this RFP.

Once the selectee is determined, a final Development Agreement will be negotiated with the non-profit developer.

H. SPECIAL NOTE

In the interest of a fair and equitable process, Valley Community Services Board retains the sole responsibility to determine the timing, arrangement, and method of proposal presentations throughout the Developer selection process. Developers are cautioned not to undertake any activities or actions to promote or advertise their proposal. If Developers have questions concerning their proposal, they may direct them in written form to Valley Community Services Board and answers will be distributed in writing to all Developers. Violation of these rules by a Developer may be grounds for disqualification of the offending Developer. Valley Community Services Board may choose to terminate this RFP process at any time for any reason. Should the Valley Community Services Board determine that the proposal is not complete, the proposal may be disqualified. If the Developer is disqualified for any reason, the key contact will be notified in writing.

PART 3

DEVELOPER REQUIRED RESPONSE:

- 1. Application Exhibits Checklist**
- 2. Affordable Housing Development Application**
- 3. Policy Based Ranking Matrix**
- 4. Project Application Financial Schedules**
- 5. Local Business Involvement**
- 6. Disclosure Statement**

FORM 1

Application Exhibits Checklist
Affordable and Workforce Housing/Rental Development
Valley Community Services Board

Submit one (1) original and four (4) typed copies of the entire application package, all of which are three-hole punched, including all items below, with these exceptions:
Submit only one copy each of the market study and the Certification Documents.

NOTE: Please use separate tabs for each numbered item to package the information required below. **Also, in the spirit of caring for the environment, whenever appropriate within the context of the application, please copy double sided.**

All proposals should be marked:
Affordable Rental Housing Development
Project
Developer Submittal

Submit all hard copies to:
Rachel Rivers, Purchasing Agent
Valley Community Services Board
85 Sangers Lane
Staunton, VA 24401

NOTE: *If you have questions about this application package, please contact Tammy Dubose at tdubose@vcsb.org*

1. _____ Cover Letter: Please state your timeframe of project, the amount of funds you are requesting and the funding source, along with a brief description of the project and its location.
2. _____ Proposal Narrative: Discuss how the Development Team will implement, manage, and monitor a permanently affordable housing development for persons with severe and persistent mental illness.
3. _____ Table of Contents
4. _____ Rental Development Project Application

Section I of the Application- Project Address and Identification:

5. _____ Identify site on map, provide address and/or parcel ID number

Section III, Target Populations/Target Areas:

6. _____ Target Populations Identified
7. _____ Target Area Identified

Section IV: Description of the Project

8. Part A – Schedules and Cash Flow Analysis (FORM 4):

- _____ A/Rental -- Development Cost Budget
- _____ A-1/Rental -- Sources of Funds
- _____ B/Rental -- Unit Type and Rent Summary
- _____ C/Rental -- Operating Expense Budget
- _____ D/Rental -- Contractor's and Mortgagor's Cost Breakdown
- _____ E/Rental -- Development Schedule
- _____ F/Rental -- Previous Housing Development Experience – no more than 5 years of previous relevant affordable and market rate experience
- _____ G/Rental -- Previous Property Management Experience, If Applicable
- _____ Cash Flow Analysis for the term as required by the funding source

9. _____ Evidence of Site Control

10. _____ Preliminary Site Plan

11. _____ Building elevations and floor plans

12. _____ Statement of value (appraisal, if available; or comparable, or tax assessment) if a current appraisal is not available at the time of application, one will be required prior to preparation of the development agreement.

13. _____ Evidence of zoning consistent with proposed use

14. _____ Documentation to support Utility Allowance Calculations

Section V – Acquisition of Property with Existing Buildings

15. _____ If there are existing buildings on the property and if relocation is involved, please submit the following:
- a. _____ The relocation plan and proposed relocation assistance
 - b. _____ Name of funding source for relocation assistance along with a commitment letter from the funding source
 - c. _____ Copy of lead-based paint test results
 - d. _____ Copy of Summary of Findings of Environmental Assessment

Section VI – Not-for-Profit Sponsor Determination

16. Please provide the following:
- a. _____ Description of the not-for-profit's participation in the development, operation and/or management of the project.
 - b. _____ Names and home addresses of all Board Members for the not-for-profit organization
 - c. _____ List of paid full-time staff and sources of funds for annual operating expenses for the current program
 - d. _____ Audited financial statements for the current year

Section VII: Previous Experience of Developer

17. _____ In addition to the information provided in Schedule F, provide contact information for at least 3 references

Section VIII: Development Team Information

- 18. _____ Describe the process for assembling the Development Team.
- 19. _____ Submit resumes for each member of the Development Team that lists qualifications, address, telephone number and contact person.
- 20. _____ Provide a narrative, not to exceed two pages, describing the Team’s organizational capacity and the role to be played by each key member.
- 21. _____ If applicable, attach a description of any direct or indirect financial or other interest any member of the development team may have with another member of the development team or between any of the parties involved in the acquisition, construction, refinancing, rehabilitation, or management of this project.

Sources of Funding

- 22. _____ Construction Sources of Funds: commitments from all loan, grant, and other subsidy sources equal to 100% of construction uses, less any subsidy requested during construction

NOTE: If firm commitments are not available, identify the sources you plan to approach and describe your history of successfully obtaining funds from them in the past. If funding sources are identified to which you have not applied in the past, please describe your rationale for applying to them for this project.

- 23. _____ Permanent Sources of Funds: commitments from all loan, grant, and other subsidy sources equal to 100% of the total development cost, less any subsidy requested and permanent homebuyer loans
 - a. _____ Letter of interest from a permanent mortgage lender
 - b. _____ Other Subsidy Commitment (Specify _____)
 - c. _____ Other Subsidy Commitment (Specify _____)
 - d. _____ Other Subsidy Commitment (Specify _____)

NOTE: If firm commitments are not available, identify the sources you plan to approach and describe your history of successfully obtaining funds from them in the past. If funding sources are identified to which you have not applied in the past, please describe your rationale for applying to them for this project.

Certification Documents

- 24. _____ Submit Certification Documents as required in the Administrative Requirements for Contracts Awarded Under the Commonwealth of Virginia.
- 25. _____ Submit a copy of your organization’s Certificate of Insurance.

Policy Based Ranking Matrix

- 26. _____ Complete and self-score the attached ***Rental Development*** Policy-Based Project Ranking Matrix, provide all documentation required and submit with your Application. **NOTE: The Policy-Based Project Ranking Matrix will be used by Valley Community Services Board staff to score and rank projects. The applicant’s self-score will be considered in that process.**

A. Step 1 Requirements - Documentation

Criteria:

1. ___ Submit:
 - a. ___ a unit matrix identifying the number of units that will serve individuals under 50% AMI and
 - b. ___ complete chart in Attachment 1 and provide calculations supporting the financing and operational gaps per unit which are the basis for your numbers in Attachment 1
2. ___ Copy of IRS letter
3. ___ Developer Certification in Attachment 2 is signed by the developer and any and all builders and partners participating in the construction of the development
4. ___ Narrative justifying financial feasibility and sustainability
5. ___ For new construction, submit a FEMA floodplain map. If property is located in the floodplain, describe how it will be removed

B. Step 2 Requirements - Documentation

Criteria:

1. ___ Describe the permanent affordability mechanism
2. ___ Description of Universal Design Elements.

C. Step 3 – See “Criteria” column. See “Standard for Review”, rate per “Point System” and log score on the Ranking Matrix Form under “Total Score By Applicant”

FORM 2

Rental Development Project Application

Date of Application: _____

Name of Applicant: _____

Address: _____
City, State and Zip Code

Phone No: _____

SECTION I: Project Address and Identification

Project Name: _____

Project Address: _____

City/State/Zip Code: _____

Priority Area Neighborhood: _____

Census Tract/s: _____ Block Group/s: _____

UPC No: _____

SECTION II: Funds for which you are applying

(NOTE: Funding source may be changed at the discretion of the City)

Funding Source	Amount Requested	Purpose	Terms
DBHDS			

SECTION III: Target Populations/Target Area

A. Target Populations: (check all that apply)

_____ Persons with Serious Mental Illness

B. Target Area:

_____ August County _____ Highland County

_____ City of Staunton _____ City of Waynesboro

SECTION IV: Description of the Project

A. Schedules and Cash Flow Analysis:

1. To meet the requirements of this Section of the Application, you are required to complete the Schedules identified on the Application Exhibits Checklist.

2. Provide a Cash Flow Analysis
 - a. For Housing Funds – minimum of 10 years or the same term as the Use Restriction Period

B. Subsidy, Period of Affordability – Use Restriction

NOTE: When the funds below are combined with other sources that require an affordability term, the period of affordability is the most restrictive term.

1. Does the project currently receive Project-Based Section 8 subsidies?
 _____ Yes _____ No
2. Will the project accept Section 8 vouchers? _____ Yes _____ No
3. By signing this Application, the owner irrevocably commits to the following use restriction upon reward, through the execution of Restrictive Real Estate Covenants, requirements for funds:

Amount of Funding	Use Restriction Period
\$250,000.00	20 year

C. Income, Rent and Occupancy Restrictions

1. Please attach tenant selection plan
2. List overall rent and occupancy restrictions by completing the table below.

# Units	Unit Size	Will be for households with rents at or below	Amount of Rent
		Will be for households with rents at or below	
		Will be for households with rents at or below	
		Will be for households with rents at or below	
		Will be for households with rents at or below	
		Will be for households with rents at or below	
		Total # Units	

D. Special Need/Target Population Information

1. Are Supportive Services being provided to Special Needs tenants?
 _____ Yes _____ No
2. Are Supportive Services specific to Target Population? _____ Yes _____ No
3. Are costs of Supportive Services included in the rent? _____ Yes _____ No

E. Site Information – Please see Application Exhibits checklist for documents required for submission.

1. Site control** is in the form of:
 Deed: _____ Option: _____ Purchase Contract: _____ Term: _____
 Lease: _____ If, Lease, what is Term? - _____ Years
 Additional Use/Deed Restrictions? _____ Other: _____
2. Area of Site: _____ Acres **or** _____ Square Feet

*Special Needs Household is defined in the Glossary - Attachment 8 of the Policy-Based Project Ranking Matrix.

** Please attach a copy of the site control document.

***Any direct or indirect financial or other interest any member of the development team may have with another member of the

development team, or between any of the parties involved in the acquisition, construction, refinancing, rehabilitation, or management of the project.

3. Is the site zoned for your development? _____ Yes _____ No _____ Zoning

a. If yes, provide a copy of the Zone Atlas page showing current zoning.

b. If no, when is the zoning issue to be resolved? _____ Month _____ Year

4. Has the City approved the site plan? _____ Yes _____ No

5. Has the City issued a building permit? _____ Yes _____ No

6. Are all utilities available to the perimeter of the site? _____ Yes _____ No

a. If yes, please provide evidence of those utilities.

b. If no, which utilities need to be brought to the site? _____

c. Who has responsibility for bringing utilities to the site? _____

7. What neighborhood associations are affected by this project? _____

8. If a Sector Plan/Metropolitan Redevelopment Plan is available, what does it say about development of this site? _____

F. Buildings

Please check **all** that are applicable:

_____ New Construction _____ Rehabilitation of Existing Building

_____ Detached _____ Townhome

_____ Semi-Detached/Duplex _____ Manufactured/Module/Mobile

_____ Highrise (4 stories or more) _____ Midrise (2-3 stories)

_____ Special Needs _____ Other- describe _____

_____ Slab on grade _____ Crawl space _____ Basement

_____ Any portion of building used for other than residential purpose? If so, explain:

Identify:

Structural System _____

Number of floors in tallest building: _____

Exterior Finish _____

Total number of elevators: _____

Floor System _____

Number of handicap accessible units: _____

Other: _____

Total square feet in building: _____

G. Legal Type of Ownership of Borrowing Entity

Name of Entity: _____

Address: _____

City/State/Zip Code: _____

Will Borrowing Entity provide funds to a Partnership? _____ YES _____ NO

If so, Borrowing Entity must provide all such agreements with Partnership to VCSB at the time of negotiation of Development Agreement.

1. If Partnership or LLC, name all Partners and their percentage of ownership:

Name	% of Ownership

2. Please check all that are applicable:

_____ Fee simple _____ Condominium _____ Co-op _____ Land Trust _____ Leasehold
 _____ Multi-Family _____ Other: Explain: _____

H. Appliances and Amenities Provided Without Additional Charge

Amenity/Appliance	Market Units		Affordable Units	
	Yes	No	Yes	No
Refrigerator				
Gas Range				
Electric Range				
Dishwasher				
Disposal				
W/D Hookups				
A/C or Evaporative Cooler				
Carpet				
Drapes/Shades				
Exhaust Fan				
Range Hood				
Other:				

I. Monthly Utility Allowance Calculations

Utilities	Type of Utility (Gas, Electric, etc)	Utilities Paid By:		Utility Allowance by Bedroom Size				
		Owner	Tenant	0 Bedr	1 Bedr	2 Bedr	3 Bedr	#
Heating								
Evp or AC								
Cooking								
Lighting etc.								
Hot Water								
Water								
Sewer								
Trash								
Total Utility Allowance for Units								
				Local PHA	Utility Co	Other		
Source of Utility Allowance Calculation								
NOTE: Documentation to support Utility Allowance claims from source identified must be submitted with this application. Failure to do so will result in the application being deemed incomplete.								

SECTION V: Development of Property with Existing Buildings

1. Please designate project type: a. _____ Development/Rehab
b. _____ Development/Demolition/New
Construction
2. Buildings are currently vacant: _____ Yes _____ No
3. Does this project involve relocation of current occupants? _____ Yes _____ No Real
Property Act of 1970? _____ Yes _____ No
b. Please describe the proposed relocation assistance and plan.
c. Name the funding source for relocation assistance and provide a commitment letter.
4. Last date of occupancy: _____ (month/year)
5. Year construction was completed: _____ (month/year)
6. If building was constructed prior to 1978, please answer the following questions:
 - a. Has the Building been tested for lead-based paint? _____ Yes _____ No
 - b. If yes, provide a copy of the results.
7. Has the building been tested for asbestos? _____ Yes _____ No
8. Has a Phase 1 Environmental Assessment been completed? _____ Yes _____ No
If yes, please provide a copy of the Summary of Findings per specific date.
9. Building(s) acquired from: _____ Related Party _____ Unrelated Party
10. Is the project a historic building? _____ Yes _____ No
11. Is the project located in a historic district? _____ Yes _____ No
12. Were buildings previously subsidized with Federal funds? _____ Yes _____ No
 - a. If yes, what was the source of the funding? _____
 - b. What year was the funding provided? _____

SECTION VI: Not-for-Profit Sponsor Determination

Not-for-Profit Name: _____
Street Address: _____
City/State/Zipcode: _____
Contact Person: _____
Tax Status: _____ 501(c)(3) _____ 501(c)(4)
If Other, describe: _____
Federal Tax I.D. Number: _____
Telephone: _____
Fax: _____
E-mail Address: _____
Website, if applicable: _____

1. Will the not-for-profit hold a 51% or greater interest in the General Partnership, if a Partnership, or if an LLC, be the Managing Member? _____ Yes _____ No
2. Attach a description of the not-for-profit's participation in the development, operation, and/or management of the project, specifying its Affordable Housing Development capacity.
3. Attach the names and home addresses of all Board Members for the not-for-profit organization.
4. Attach a list of all paid full-time staff and sources of funds for annual operating expenses for current programs.
5. Provide audited financial statements for the current year.

SECTION VII: Development Team Information

Please complete the chart below and describe the process for assembling the Development Team.*

	Name	Fee Amount	Identify of Interest***	
			Yes	No
Developer**				
General Partner**				
Contractor**				
Management Company**				
Consultant** (Provide contracts with each consultant)				
Architect**				
Attorney				
Accountant				

*The Development Team shall be assembled in a manner to provide open and free competition.

**Each member of the development team must submit a resume which lists qualifications, address, telephone number and contact person.

***Please check the appropriate box and attach a description of any direct or indirect, financial or other interest any member of the development team may have with another member of the development team, or between any of the parties involved in the acquisition, construction, refinancing, rehabilitation, or management of this project.

Valley Community Services Board reserves the right to request additional materials as needed or require changes in the information submitted herewith. Valley Community Services Board may adjust any or all figures provided herein for underwriting purposes.

Applicant Certification

The undersigned hereby applies for the item(s) as specified above and represents that the property described herein will not be used for any illegal or restricted purposes. The undersigned certifies that the statements made in this application and all attachments are true, correct and complete. Verification may be obtained from any source necessary.

Original Signature Required

Signature: _____

Title: _____

Organization: _____

Date: _____

FORM 3

Valley Community Services Board

POLICY-BASED RANKING MATRIX

Name of Applicant: _____

Applicant Self Ranking Completed by: _____

Name and Title

Date

Staff Ranking Completed by: _____

Name, Title and Department

Date

**This Matrix will be used to rank projects requesting funding from ALL funding sources.
Information required to complete items on this Matrix can be found in the Attachments and are identified by their item #.**

Step 1

The following questions are **Threshold Requirements** and must ALL be answered YES to be considered for funding. Please acknowledge your responses by circling “Yes” or “No” in the columns below.

<u>Criteria</u>			<u>VERIFICATION</u>
1. Does this project serve the required percentage of families at or below 50% of the Area Median Income (AMI)?	1. Yes	1. No	1. _____
2. Is applicant a not-for-profit or is the not-for-profit a controlling partner in the applicant partnership? <u>Not-for-profit must have received a 501 (c)(3) determination from the IRS.</u>	2. Yes	2. No	2. _____
3. For new construction of units required to comply with the Fair Housing Amendments Act Guidelines, does the project comply with these requirements? Submit Certification in Attachment	3. Yes	3. No	3. _____
4. For new construction of residential units not required to comply with the Fair Housing Amendments Act, (for example single family detached units, duplexes, triplexes or townhomes), does the project incorporate Visitability Elements to the extent feasible given site constraints? If not feasible, provide justification.	4. Yes	4. No	4. _____
5. Is this project financially feasible and financially sustainable?			
6. For new construction, project is not located in a floodplain or will be constructed in a manner that it can be removed from the floodplain. (Attach FEMA Map)			
Does the proposed Project meet ALL Threshold Requirements in #s 1-6 above?	YES – Go to Step 2	NO – Application is Invalid	<u>VCSB DETERMINATION</u>

Step 2

Please acknowledge your responses by circling "Yes" or "No" in the columns below.

<u>Required Criteria</u>			<u>CITY VERIFICATION</u>
1. Does the project incorporate permanent affordability mechanisms?	1. Yes	1. No	1. _____
2. Does the project leverage Funds 4:1?	2. Yes	2. No	2. _____
3. If #2 is answered "No", please justify how your project qualifies for an exception.	3. Yes	3. No	3. _____
4. Are at least 30% of the units serving households at or below 50% of the area median income?	4. Yes	4. No	4. _____
5. Are 20% or less of the Funds being used to fund development soft costs? (see Attachment 8 for definition of "project related development soft costs")	5. Yes	5. No	5. _____

Step 3

The following criteria are competitive criteria that are weighted based upon policies intended to create outcomes as identified in the Workforce Housing Opportunity Act and Consolidated Plan. Some criteria assign one set of points while other criteria assign a range of points.

Program Elements	Criteria	Point System	Total Possible 80	Total Score By Applicant	Total Score By VCSB Staff
1. Target Area	1. Target Area Per Consolidated Plan a. Identify the target area = 15 points Describe how project will create/improve new housing opportunities within the target area = 5 points	0 - 20	20	a. b.	a. b.
2. Target Population	2. Target Population Per Consolidated Plan: Provide sufficient Affirmative Marketing Plan, including a narrative explaining how the Project will incorporate Target Populations and designated supportive services to the needs of b. those populations.	0 - 10	10		
3. Design and Location See Attachment 8	3. Applicant can demonstrate that the project incorporates the policy based design and location criteria. Standard for Review: Submit building Plan Elevations, pictures of the surrounding neighborhood, and a narrative describing how the project will fit into the context of the neighborhood, why the design is appropriate for that specific community and/or how the community involvement in the design process will assist in evaluation of building design.	0 – 10	10		
	a. connects with built environment and is sensitive to neighborhood – to rate see Attachment 8 , Design Review Considerations, A. Site plan considerations = 3 points b. built to scale – to rate see Attachment 8, Design Review Considerations, B and C = 2 points c. contributes to the development of the neighborhood and is consistent with Sector Plan design guidelines, if available = 2 points d. provide renderings of proposed buildings within the current environment = 3 points			a. b. c. d.	a. b. c. d.

4. Crime Prevention Design	4. Project incorporates Crime Prevention Design Elements Standard for Review: a. Provide a paragraph demonstrating how you will design, build, manage and operate your development using CPTED principles = 10 points	0-10	10		
5. Local Contractors	7. Project uses local construction contractors, architects or designers, engineers who maintain their principal office and place of business in the Staunton, Waynesboro, Augusta and/or Highland County areas. Standard for Review: Formal letter from authorized company designee that this is their principal office = 1 point per contractor	0 - 5	5		
6. Partnerships	8. Developer can demonstrate a Partnership with other not-for-profits, for-profits, or service providers in project development or specific service delivery related to scope of the Project. Standard for Review: Partnership Agreement or an MOU = 10 points (5 points per MOU)	0 -10	10		
7. Leverage From Other Sources Than City, Federal and State	17. Developer can demonstrate that leverage will come from federal and state funds flowing through VCSB*** per Schedules A-1, Sources of Funds as follows: a) Use only permanent financing; b) total ALL federal and state funds flowing through VCSB; c) total all remaining funds, d) subtract answer in “b” from answer in “c”; e) divide answer in “d” by answer in “b”. Standard for Review: Between 3:1 and 3.99:1 = 5 points (explanation required) 4:1 or better = 10 points	0 - 10	10		
8. Complete Application	18. Complete application has been submitted Standard for Review: Application did not require any deficiency corrections per City staff review.	0 or 5	5		
TOTAL POINTS			Total Possible 80	Total Score By Applicant <hr/>	Total Score By VCSB Staff

These criteria may become **required at certain times during the funding cycle depending on the percentage of funds required to be spent by a designated date to meet the funding requirements of the Workforce Housing Opportunity Act.

***Funds included in the group of state funds flowing through VCSB.

FORM 4

Rental Development Project Application Financial Schedules

Schedule A/Rental -- Development Cost Budget

Schedule A-1/Rental -- Sources of Funds

Schedule B/Rental -- Unit Type and Rent Summary

Schedule C/Rental -- Operating Expense Budget

Schedule D/Rental -- Contractor's and Mortgagor's Cost Breakdown

Schedule E/Rental -- Development Schedule

Schedule F/Rental -- Previous Housing Development Experience – no
more than 5 years of previous relevant affordable and market rate
experience

Schedule G/Rental -- Previous Property Management Experience, If Applicable

Schedule H/Cash Flow Analysis for the term as required by the funding source

FORM 5

Project _____

Developer _____

Date _____

LOCAL BUSINESS INVOLVEMENT

Please indicate the extent of local business involvement in the following Project areas:

1. **Ownership Entity:**

Name: _____
Equity share in Project (as % of Total) _____ %

Name: _____
Equity share in Project (as % of Total) _____ %

2. **Consultants (Architects, Engineers, Lawyers, etc.):**

Name: _____
Role: _____ Anticipated value of Contract: _____

Name: _____
Role: _____ Anticipated value of Contract: _____

3. **Building Developers/Co-Developers:**

Name: _____
Role: _____ Anticipated value of Contract: _____

Name: _____
Role: _____ Anticipated value of Contract: _____

4. **Other project costs to be directed to Local Business Enterprises:**
(Provide name, identification, role, and value as above)

5. **Total estimated value of all (not only local) Consultant and Developer/SubDeveloper contracts to be awarded:**

FORM 6

Project _____
Developer _____

Date _____

DISCLOSURE STATEMENT

Any person submitting a development proposal must truthfully complete this statement and submit it prior to being formally designated for any project.

1. Do any of the principals owe Valley Community Services Board any moneys for incurred real estate taxes, rents, water and sewer charges, or other indebtedness?
2. Are any of the principals employed by Valley Community Services Board? If so, in what capacity? (Please include name of Department or department and position held in that Department or department).
3. Are any of the principals related to an employee of Valley Community Services Board? If so, please include name of Department or department and position held in that Department or department).
4. Is the Developer; any principal, director, officer, or key employee of the Developer; family member of the Developer or any principal, director, officer or key employee of the Developer; or other individual associated with the Developer who has an existing or potential financial interest or who has a family member who has an existing or potential financial interest in the development proposal, a member of the Valley Community Services Board or any other board, commission or Department of Valley Community Services Board? If so, please state the name of such person; the board, commission or Department of Valley Community Services Board of which such person is a member; and the existing or potential interest such person has in the development proposal.
5. Have any of the principals been convicted of violating any law, code, or statute within the last three (3) years?

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS

_____ Day of _____, 20_____

_____ DEVELOPER'S NAME	_____ DEVELOPER'S NAME	_____ DEVELOPER'S NAME
_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE
_____ ADDRESS	_____ ADDRESS	_____ ADDRESS

EXHIBIT B – FEDERAL CERTIFICATES

#1

DISBARMENT, SUSPENSION, INELIGIBILITY AND EXCLUSION CERTIFICATION

I certify that the applicant has not been debarred, suspended, or otherwise found ineligible to receive funds by any Department of the executive branch of the federal government.

I further certify that should any notice of disbarment, suspension, ineligibility or exclusion be received by the Department, Valley Community Services Board, will be notified immediately.

Applicant:

Typed Name of Authorized Board Official:

Title:

Signature of Authorized Board Official:

Date Signed:

#2
DRUG FREE WORKPLACE
REQUIREMENT CERTIFICATION FORM

The Applicant certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees of:
 - a. The dangers of drug abuse in the workplace;
 - b. The Applicant's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance program;
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of an agreement with Valley Community Services Board be given a copy of the Applicant's drug-free workplace statement.
4. Notifying each employer that as a condition of employment under Applicant's agreement, that employee will:
 - a. Abide by the terms of the Applicant's drug-free workplace statement, and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Notifying VCSB within ten (10) days after receiving an employee notice or otherwise receiving actual notice of an employee drug statute conviction for a violation occurring in the workplace.
6. Taking one of the following actions within thirty (30) days of receiving notice of an employee's drug statute conviction for a violation occurring in the workplace:
 - a. Taking appropriate personnel action against such an employee, up to and including the termination; or
 - b. Requiring such employee to participate satisfactorily at a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate Department.
7. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of the above requirements.
8. The Applicant also certifies that the Applicant's drug-free requirements will apply to all locations where services are offered under the agreement with VCSB.

Such locations are identified as follows:

Street Address

City

State

Typed name of Authorized Board Official: _____ Title: _____

Signature of Authorized Board Official: _____ Date: _____

Valley Community Services Board
#3
Representations and Certifications

The undersigned HEREBY GIVE ASSURANCE THAT:

1. The applicant named below will comply and act in accordance with all Federal laws and Executive Orders relating to the enforcement of civil rights, including, but not limited to, Federal Code, Title 5, USCA 7142, Sub-Chapter 11, Anti- discrimination in Employment, and Executive Order number 11246, Equal Opportunity in Employment; and
2. That the applicant named below will comply with the Code of Virginia and City Ordinances regarding enforcement of civil rights; and
3. That no funds awarded as a result of this request will be used for sectarian religious purposes, specifically that (a) there shall be no religious test for admission for services; (b) there shall be no requirement for attendance of religious services; (c) there shall be no inquiry as to a client's religious preference or affiliations; (d) there shall be no proselytizing; and (e) services provided shall be essentially secular.

Applicant Name:

Typed Name of Authorized Board Official: _____

Title: _____

Signature: _____ Date: _____

EXHIBIT C –GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS:

A. APPLICABLE LAWS AND COURTS: This contract and any solicitation associated with it shall be governed in all respects by the laws of Virginia and any litigation with respect thereto shall be brought in the courts of Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to all applicable civil rights laws.

B. ANTI-DISCRIMINATION:

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, sexual orientation, gender identity, political affiliation, veteran status, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this 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 the requirements of this section.

2. The Contractor shall include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. ETHICS IN PUBLIC CONTRACTING: By executing this contract and, if applicable, by submitting a bid or proposal in connection with this solicitation, the Contractor certifies it did not, in connection with the award of this contract or the submission of such bid or proposal, a) unlawfully collude with any VCSB employee or contractor or other potential contractor or vendor, b) commit fraud, or c) participate in any activity which would be a violation, by any of the participants, of the State and Local Government Conflict of Interest Act, the Governmental Frauds Act, or the Ethics in Public Contracting chapter of the Public Procurement Act, § 2.2-3100, et seq., § 18.2-446, et seq. and §§ 2.2-4367 – 2.2-4377, of the Code of Virginia, respectively, d) offer or receive any kickbacks or inducements from any other potential contractor, vendor, supplier, manufacturer or subcontractor, or e) confer on any VCSB employee 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 and such transaction occurred in the ordinary course of business.

D. IMMIGRATION REFORM AND CONTROL ACT OF 1986: The Contractor shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

E. EXTRA CHARGES NOT ALLOWED (Applicable If This Term is Attached to an Invitation For Bids): The bid price shall be for complete installation ready for VCSB's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

F. MANDATORY USE OF VCSB FORM AND TERMS AND CONDITIONS FOR SOLICITATIONS:

1. (Applicable If This Term is Attached to an Invitation For Bids): Failure to submit a bid on the official VCSB forms provided for that purpose shall be a cause for rejection of the bid.

Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, VCSB reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, VCSB may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of this contract shall be effective unless reduced to writing and signed by both VCSB

and the Contractor.

2. (Applicable If This Term is Attached to a Request For Proposals): Failure to submit a proposal on the official VCSB forms provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions attached to the solicitation may be cause for rejection of the proposal; however, VCSB reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

G. CLARIFICATION OF TERMS: (Applicable If This Term is Attached to an Invitation For Bids or a Request For Proposals): If any potential contractor or vendor has questions about the specifications or other solicitation documents, he or she should contact the Contract Officer identified in this solicitation no later than five working days before the due date for submissions. Any revisions to the solicitation will be made only by addendum issued by the Contract Officer.

H. PAYMENT: The following payment terms apply to this contract:

1. a) Invoices for goods or services ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order or elsewhere in this contract.
b) All such invoices shall show the applicable VCSB contract number and, if applicable, purchase order number, as well as either the social security number of the Contractor if the Contractor is an individual or the federal employer identification number for the Contractor if the Contractor is any other type of entity.
2. Notwithstanding any language to the contrary on any bid, proposal, invoice, bill, statement or other documentation sent to VCSB by the Contractor, payment terms under this contract shall require payment from VCSB 30 days after VCSB receives an accurate invoice or delivery of the goods or services, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. Pursuant to § 2.2-4354(4) of the Code of Virginia, this text is hereby included: “Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.” Such text has no meaning, however, because this contract does otherwise provide for interest at a different rate. See in particular number 7 in this PAYMENT term which supersedes the above text in quotations.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act, § 2.2-4800, et seq., of the Code of Virginia, or the date of initiation of any electronic payment.
5. In the unlikely event prices have not been determined at the time this contract is executed (as sometimes happens, for example, in emergency procurements), final payment in full is contingent upon VCSB determining all invoiced charges are reasonable. Charges which appear to be unreasonable to VCSB will be researched and, if necessary, challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, VCSB shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. The Contractor shall not institute legal action unless a settlement between VCSB and the Contractor cannot be reached within thirty (30) days of such notification.
6. VCSB shall have the right to deduct from any payment due to the Contractor under this contract any amount the Contractor owes to VCSB for any reason.
7. Notwithstanding any language to the contrary elsewhere in this contract or on any bid, proposal, invoice, bill, statement or other documentation sent to VCSB by the Contractor, interest on charges VCSB has not paid within thirty days of VCSB receiving a correct invoice that it has not challenged shall accrue at the lesser of an annual rate of three percent (3%) or the annual interest rate specified in § 6.2-301(A) of the Code of Virginia, and any such interest shall begin to accrue forty days after VCSB received such invoice. In no event shall interest accrue on portions of invoices for which VCSB has given the Contractor written notice that VCSB disputes the charges.

8. The Contractor shall give VCSB its social security number if the Contractor is an individual and its federal employer identification number if the Contractor is any other entity.

9. Within seven days of the Contractor's receipt of payment from VCSB the Contractor shall either (a) pay subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under this contract or (b) notify VCSB and the applicable subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason. The Contractor shall pay the subcontractor(s) interest at the rate of one percent per month (unless a different interest rate is provided for under the terms of the applicable contract) on all amounts owed by the Contractor that remain unpaid 7 days following the Contractor's receipt of payment from VCSB, except for amounts withheld as stated in (b) above. These provisions apply to each sub-tier contractor performing under the primary contract. The Contractor's obligation to pay an interest charge to a subcontractor, if any, may not be construed to be an obligation of VCSB.

10. In all cases, including payments from the Contractor to subcontractors, the date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee.

11. If provision of a Supplier Diversity Subcontracting Plan (a "Subcontracting Plan") is a condition to the award of this contract, the Contractor shall deliver to VCSB evidence and certification of compliance, subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default, with such Subcontracting Plan on or before request for final payment. VCSB may, in its discretion, withhold final payment under this contract until such certification is delivered to VCSB and, if necessary, confirmed by VCSB. VCSB may, in its discretion, assess other appropriate penalties in lieu of withholding such payment.

I. PRECEDENCE OF TERMS: In the event there is a conflict between any of these General Terms and Conditions and any Special Terms and Conditions attached to this contract, the Special Terms and Conditions shall take precedence, with the exception of the following General Terms and Conditions which shall always take precedence:

1. ANTI-DISCRIMINATION
2. ETHICS IN PUBLIC CONTRACTING
3. IMMIGRATION REFORM AND CONTROL ACT OF 1986
4. CLARIFICATION OF TERMS
5. DRUG-FREE WORKPLACE
6. AUTHORIZATION TO CONDUCT BUSINESS IN Virginia
7. THE VIRGINIA FREEDOM OF INFORMATION ACT APPLIES TO THIS CONTRACT

Special Terms and Conditions are only those Special Terms and Conditions drafted and included in this contract by VCSB. Terms and conditions provided by the Contractor at any time, including prior to the award of this contract, do not become part of this contract unless VCSB specifically agrees to them in writing.

J. QUALIFICATIONS OF BIDDERS OR OFFERORS (Applicable If This Term is Attached to an Invitation For Bids or a Request For Proposals): VCSB may make such reasonable investigations as it deems necessary to determine the ability of a potential contractor or vendor to perform the services or furnish the goods requested in this solicitation. Any potential contractor or vendor so investigated shall furnish to VCSB all information and data for this purpose requested by VCSB. If applicable, VCSB reserves the right to inspect physical facilities of the potential contractor or vendor prior to award to satisfy questions regarding its capabilities. VCSB further reserves the right to reject any bid or proposal if the evidence submitted by, or discovered through investigations of, the potential contractor or vendor fails to satisfy VCSB that such potential contractor or vendor is properly qualified to carry out the obligations, provide the services or deliver the goods described in this solicitation.

K. TESTING AND INSPECTION: VCSB reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

L. NO ASSIGNMENT OF CONTRACT: This contract is not assignable, in whole or in part, without the written consent of VCSB.

M. CHANGES TO THIS CONTRACT: Changes can be made to this contract in any of the following

ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of this contract. Any additional goods or services to be provided shall be of a sort that is ancillary to this contract goods or services, or within the same broad product or service categories as were included in this contract award. Any 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. VCSB 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, 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 unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall promptly notify VCSB in writing of the adjustment to be sought and, before proceeding to comply with the notice, shall await VCSB's written decision affirming, modifying, or revoking the prior written notice. If VCSB decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give VCSB 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 VCSB'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 VCSB with all vouchers and records of expenses incurred and savings realized. VCSB 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 contract term must be asserted by written notice to VCSB within thirty (30) days from the date of receipt of the written order from VCSB. While discussions between VCSB and the Contractor on a potential adjustment to the price continue the Contractor shall not be excused from promptly complying with the changes ordered by VCSB or with the performance of this contract generally.

N. DEFAULT: If the Contractor fails to deliver goods or services in accordance with this contract, VCSB may, after oral or written notice to the Contractor, procure such goods or services 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 VCSB may have.

O. TAXES: The Contractor shall not charge to VCSB taxes for which VCSB has an exemption. VCSB is exempt from Virginia sales tax as well as certain federal excise and transportation taxes. Certificates for exemptions will be issued upon request.

P. USE OF BRAND NAMES AND SAFETY INFORMATION (Applicable If This Term is Attached to an Invitation For Bids or a Request For Proposals):

- a) Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict the potential contractor or vendor to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which VCSB, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The potential contractor or vendor must clearly and specifically identify in its bid or proposal the product being offered and must provide sufficient descriptive literature, catalog cuts and technical detail to enable VCSB to determine if the product offered meets the requirements of this solicitation. The requirements of the preceding sentence are required even if the potential contractor or vendor is offering the exact brand, make or manufacturer specified in this solicitation.

For all competitive sealed bidding, the potential contractor or vendor should expect that only the information furnished with the bid will be considered by VCSB in its evaluation of bids. Failure to furnish adequate data for evaluation purposes may result in VCSB declaring a bid nonresponsive. Unless the potential contractor or vendor clearly indicates in its bid or proposal that the product offered is an equivalent product, such bid or proposal will be considered to offer the brand name product referenced in the solicitation.

b) Unless otherwise provided in this solicitation, the potential contractor or vendor shall deliver with its bid or proposal material safety data sheets and descriptive literature for each chemical or compound offered that is designated as hazardous by the Virginia Department of Environmental Quality, the federal Environmental Protection Agency, or the federal Department of Transportation. Failure on the part of the potential contractor or vendor to submit such data sheets may be cause for declaring the bid or proposal as nonresponsive.

Q. TRANSPORTATION AND PACKAGING: (Applicable If This Term is attached to a contract for goods): The price the Contractor has agreed to for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. If the goods to be shipped are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code ("U.S. Code") or "Pesticides" as defined in § 136 of Title 7 of the U.S. Code, then the Contractor shall properly label, or caused to be properly labelled, all such packaging, give VCSB all Material Safety Data Sheets and descriptive literature required by law, or necessary for safe handling, for each chemical and or compound offered contained in such packaging, and in all respects comply with such laws.

R. INSURANCE: All of the following insurance requirements must be maintained during the term of this contract and must be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The Contractor shall maintain worker's compensation insurance to the extent required by law and the Contractor shall require all subcontractors to maintain worker's compensation insurance to the extent required by law. The Contractor shall maintain the following insurance coverage to the satisfaction of VCSB (see Special Terms and Conditions for any unique requirements or any waivers of these requirements):

1. Employer's Liability - \$100,000.

2. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. VCSB must be named as an additional insured and so endorsed on the policy.

3. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by VCSB is to be used in this contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).)

S. ANNOUNCEMENT OF AWARD: The award of this contract will be publicly posted to the fullest extent required by law including, but not limited to, posting on eva.virginia.gov. The Contractor consents to such public notice.

T. 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 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 this contract.

U. **NONDISCRIMINATION OF CONTRACTORS:** VCSB shall not discriminate against a bidder, offeror, or contractor in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, status as a faith-based organization as defined in § 2.2-4343.1 of the Code of Virginia, or any other basis prohibited by state law relating to discrimination in employment. VCSB shall not discriminate against a bidder, offeror, or contractor in the solicitation or award of this contract because the bidder or offeror employs ex-offenders unless VCSB has made a written determination that employing ex-offenders for this contract is not in its best interest.

V. **SET-ASIDES FOR AWARD PRIORITY:** When VCSB sets aside a solicitation or a contract for award priority to a SWAM Business or a Micro-Business, it will be clearly designated as such and additional terms will appear in the Special Terms and Conditions. Such award priorities are authorized by §§ 2.2-4310 and 2.2-4310.1 of the Code of Virginia.

W. **DEFINITION OF SWAM BUSINESS AND MICRO-BUSINESS:** When used in this contract, the term "SWAM Business" refers to a business that has been certified by the Virginia Department of Small Business and Supplier Diversity ("SBSD") prior to the execution of this contract or, if there is a solicitation associated with this contract, prior to the submission of the bid or proposal to VCSB in response to the solicitation, as a small businesses, a women-owned businesses, a minority-owned businesses, a micro business, an employment services organization, or a service disabled veteran owned small business. The term "Micro-Business" refers to businesses certified as such by SBSB prior to the execution of this contract or, if there is a solicitation associated with this contract, prior to the submission of the bid or proposal to VCSB in response to the solicitation.

X. **BID PRICE CURRENCY:** This contract and any solicitation associated with this contract shall reference no currency other than currency of the United States.

Y. **PROHIBITED PRICE STRUCTURE:** Notwithstanding any language to the contrary elsewhere in this contract or on any bid, proposal, invoice, bill, or statement sent to VCSB by the Contractor, this contract shall not call for payment to the Contractor on the basis of cost plus a percentage of cost, unless (a) it is a contract VCSB is executing for an emergency pursuant to § 2.2-4303(F) of the Code of Virginia and VCSB specifically waives the foregoing prohibition in writing or (b) this contract falls under the exceptions described in § 2.2-4331(C) of the Code of Virginia. VCSB can at any time declare null and void any contract violating this contract term.

Z. **BID PRICES FIXED FOR TERM (Applicable If This Term is Attached to an Invitation For Bids or a Request For Proposals):** All bids or proposals submitted pursuant to this solicitation shall quote fixed prices for the term of the expected contract unless VCSB states otherwise elsewhere in this solicitation or in the Special Terms and Conditions attached to this contract.

AA. **AUTHORIZATION TO CONDUCT BUSINESS IN VIRGINIA:** If the Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, it shall (a) have obtained authorization to transact business in Virginia 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, prior to executing this contract (b) include in its bid or proposal, if any, and in this contract the identification number issued to it by the Virginia State Corporation Commission, and (c) not allow its existence to lapse or its certificate of authority or registration to transact business in Virginia, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this contract. VCSB may void this contract if the Contractor is such a business entity and it allows its existence to lapse or its certificate of authority or registration to transact business in Virginia to be revoked or cancelled. Any potential contractor or vendor that wishes to claim it is not required to be authorized to transact business in Virginia as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any potential contractor or vendor that wishes to seek authorization to transact business in Virginia only after being awarded the contract, conditioned on

obtaining such authorization, shall include in its bid or proposal a request that this be allowed. VCSB is under no obligation to grant such request. Unless VCSB agrees in writing to the contrary, the Contractor's performance under this contract constitutes doing business in Virginia.

BB. THE TERM VENDOR AND THE TERM CONTRACTOR DEEMED INTERCHANGEABLE:

Unless the context clearly indicates otherwise, the terms Contractor and Vendor shall mean the same thing and they are the same as the bidder or offeror awarded this contract if there is or was a solicitation associated with it.

CC. THE VIRGINIA FREEDOM OF INFORMATION ACT APPLIES TO THIS CONTRACT:

Notwithstanding any provision, claim or demand to the contrary made by the Contractor at any time, in writing or orally communicated, VCSB will at all times comply with the Virginia Freedom of Information Act, § 2.2- 3700, et seq., Code of Virginia ("FOIA"). The entire contents of this contract, including pricing, are records that VCSB could be compelled to disclose pursuant to FOIA. The Contractor is solely responsible for understanding FOIA and making any requests to VCSB allowed by FOIA in the manner it requires.

DD. FORM OF NOTICE: Any notice to VCSB required by this contract shall be in writing.

EE. NO AUTOMATIC RENEWAL OF CONTRACT TERM: Notwithstanding any provision to the contrary contained in any bid, proposal, invoice, bill, statement or other documentation sent to VCSB by the Contractor, the term of this contract shall not renew automatically. The term of this contract may only be renewed by VCSB agreeing to such renewal in writing.

FF. AUDIT – STANDARD MINIMUM: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment. VCSB, its authorized agents or auditors shall have full access to and the right to examine any of said materials during said period during regular business hours.

GG. INDEMNIFICATION FOR COPYRIGHT & PATENT INFRINGEMENT: The Contractor shall indemnify, defend and hold harmless VCSB, and its officers, employees, retirees and commissioners, in their individual capacities or otherwise, from and against any and all losses, claims, demands, penalties, actions, suits, obligations, liabilities, damages, delays, costs or expenses, including reasonable attorney's fees, (collectively "Losses") asserted by a third party that result from, relate to, arise out of, or are incurred in connection with a claim that the Contractor's goods or services provided under this contract infringe on a registered U.S. patent, trademark, or copyright or such similar foreign registered intellectual property rights which are enforceable in the United States.

HH. INDEMNIFICATION – STANDARD: The Contractor agrees to indemnify, defend and hold harmless VCSB, its officers, agents, commissioners, retirees and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of VCSB or to VCSB's failure to use the materials, goods, or equipment in the manner described by the Contractor in writing delivered to VCSB.

II. PROHIBITED CONTRACTS: Except as provided for in § 2.2-4321.1 of the Code of Virginia, VCSB shall not enter into contracts with any entity which is, or whose affiliate is, (a) subject to the provisions of § 58.1-612 of the Code of Virginia and fails or refuses to collect and remit the tax on its sales delivered by any means to locations within Virginia or (b) subject to the provisions of Article 2 (§ 58.1-320 et seq.) or Article 10 (§58.1-400 et seq.) of Chapter 3 of Title 58.1 of the Code of Virginia and fails or refuses to remit income tax due there under. By executing this contract and, if applicable, by submitting a bid or proposal in connection with this contract, the Contractor certifies it has no outstanding violations of the laws described above. A false certification shall be deemed a breach of this contract.

JJ. CONFIDENTIALITY OF SENSITIVE AND OF PERSONALLY IDENTIFIABLE INFORMATION:

The Contractor assures VCSB that any and all information and data obtained as to personal facts and circumstances related to VCSB's employees, commissioners, contractors, retirees, customers, borrowers, borrowers' tenants, or other clients or stakeholders of VCSB, ("Sensitive Information") will be collected and held confidential, during and following the term of this contract, and unless disclosure is required

pursuant to court order, subpoena or other regulatory authority, will not be divulged without both the individual's and VCSB's written consent and only in accordance with federal and state law. Upon discovering it has obtained Sensitive Information it does not need, or no longer needs, to perform under this contract, the Contractor shall permanently destroy that Sensitive Information. If the Contractor will utilize, access, or store Sensitive Information as part of its performance under this contract, it must safeguard that Sensitive Information and immediately notify VCSB of any breach or suspected breach in the security of any such Sensitive Information. The Contractor shall allow VCSB to both participate in the investigation of incidents of breach or suspected breach in the security of any Sensitive Information and exercise control over decisions regarding external reporting. The Contractor's management, staff, employees, and contractors working for VCSB under this contract may be required to sign a confidentiality statement. In addition, should Nonpublic Personal Information, as that term is used and defined in 15 U.S.C. Section 6801, et. seq. ("Nonpublic Personal Information"), be disclosed pursuant to this contract, such information shall not be disclosed to third parties without the express consent of the customer and in compliance with state and federal laws, including but not limited to Federal "Privacy of Consumer Financial Information" Regulation 16 CFR Part 313, as amended from time to time (the "Privacy Regulation") issued pursuant to Section 504 of the Gramm-Leach-Bliley Act (15 U.S.C. 6801 et seq.), relating to disclosures of Nonpublic Personal Information about consumers. The Contractor shall comply with the terms and provisions of the Privacy Regulation, including, without limitation, the provisions regarding the sharing of Nonpublic Personal Information (as defined in the Privacy Regulation) and the safeguarding of such information as such terms and provisions relate to Nonpublic Personal Information.

KK. CANCELLATION OF SOLICITATION, REJECTION OF BIDS, and WAIVER OF INFORMALITIES: (Applicable If This Term is Attached to an Invitation For Bids or a Request For Proposals): VCSB may cancel this solicitation prior to award of contract. VCSB may reject all bids or proposals submitted pursuant to this solicitation. Pursuant to § 2.2-4319 of the Code of Virginia, VCSB's contract file shall contain the reasons for cancellation, if this solicitation is cancelled, and the reasons for the rejection of all bids or offers, if all bids or offers are rejected.

LL. MAINTENANCE MANUALS: If this contract is for the delivery of equipment for which the manufacturer provides a warranty, the Contractor shall provide VCSB with an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties for each such piece of equipment. This contract term is in addition to, and does not override, any other term of this contract which requires the Contractor to deliver to VCSB certain warranties.

MM. SUPPLIER DIVERSITY SUBCONTRACTING PLANS: (Applicable If This Term is Attached to a Request For Proposals or Invitation For Bid): This solicitation requires all offerors to submit a Supplier Diversity Subcontracting Plan on the form provided with this solicitation unless it is not practicable for any portion of the awarded contract to be subcontracted to other contractors or suppliers in which case the offeror or bidder should so state. The Supplier Diversity Subcontracting Plan shall state in detail what SWAM Businesses will be hired by the offeror or bidder, what they will be hired to do or supply, and the amount of money the offeror or bidder estimates it will pay to each. The weight VCSB will give to the Supplier Diversity Subcontracting Plan when scoring proposals will be indicated elsewhere in this solicitation. The subcontracting plan described in this term will be incorporated into this contract and the Contractor's fulfillment of such subcontracting plan will be part of the evaluation of the Contractor's performance under this contract.

NN. PROOF OF COMPLIANCE WITH ANY SUBCONTRACTING PLAN: Upon commencement of actual services and for each individual project under a contract with one of the subcontracting plans described in the preceding terms, the Contractor shall deliver to VCSB on a quarterly basis, evidence of compliance, subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default, with such subcontracting plan. Upon completion of this contract, the Contractor agrees to furnish VCSB the following information, at a minimum: name of firm; the SBSB certification number; phone number; total dollar amount subcontracted; SBSB type of certification; and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by VCSB. VCSB

reserves the right to pursue other appropriate remedies for noncompliance including, but not be limited to, termination for default.

OO. E-VERIFY PROGRAM: If the Contractor has 50 employees or more at the time it executes this contract or had an average of 50 employees for the 12 months prior to executing this contract, and if this contract calls for VCSB to pay the Contractor more than \$50,000, then the Contractor shall register and participate in the E-Verify program described in §2.2-4308.2(A) of the Code of Virginia to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. The consequences of not participating in such E-Verify program are described in §2.2-4308.2(C) of the Code of Virginia.

PP. COPYRIGHT BELONGS TO VCSB: The Contractor shall not copyright any work contracted for by VCSB and produced for VCSB without the prior written consent of VCSB.

QQ. MINIMUM STANDARDS FOR CONTRACTOR'S EMPLOYEES ON VCSB PROPERTY:

Pursuant to § 2.2- 4310 of the Code of Virginia, VCSB does not discriminate against bidders or offerors because they employ ex-offenders unless elsewhere in this contract or in the solicitation that preceded it, if any, VCSB has included a written determination that employing ex-offenders for this contract is not in the best interests of VCSB. However, in all cases the Contractor shall take reasonable steps to be sure that none of its employees who will be on VCSB property during the term of this contract are subject to an outstanding arrest warrant or under the influence of substances that are illegal under Virginia or federal law. Contractor shall keep records showing compliance with this requirement and give them to VCSB upon request.

SPECIAL TERMS AND CONDITIONS:

A. SUBCONTRACTS REQUIRE VCSB CONSENT: No portion of the work shall be subcontracted without prior written consent of VCSB. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish VCSB 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 this contract.

B. CANCELLATION OF CONTRACT: VCSB reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of this contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

C. AWARD OF CONTRACT: RFPs Goods and Non-professional: Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, VCSB shall select the offeror which, in its opinion, has made the best proposal, and shall award this contract to that offeror. VCSB may cancel this Request for Proposals or reject proposals at any time prior to an award. Should VCSB determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

D. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to VCSB and must be continued without interruption and that, upon expiration of this contract, a successor (either VCSB or another contractor) may continue them. The Contractor agrees:

- a) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

b) To make all VCSB-owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of this contract to facilitate transition to such successor; and

c) That VCSB shall have final authority to resolve disputes related to the transition of this contract from the Contractor to such successor.

2. The Contractor shall, upon written notice from VCSB, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to VCSB's approval.

3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by VCSB in writing prior to commencement of said work.

EXHIBIT D

Attachments

Attachment 1

Name of Development: _____
 Address of Development: _____
 Not-for-Profit Sponsor: _____

Financing and Operational Gaps
 (Complete this chart as documentation for Step 1, Criteria 1)

	AMOUNT	NUMBER OF UNITS	PER UNIT GAP
FINANCING GAP			
Total Development Cost: (See Schedule A, Line 90)			
Subtract: Equity Project Can Support: (See Schedule A-1, Col. E: Total Equity)			
Subtract: Debt Project Can Support: (See Schedule A-1, Col. E: Total Debt)			
Financing Gap			
OPERATING GAP			
Gross Scheduled Income: (See Schedule C, Col D: Page 1, Total Income Line)			
Subtract: Uncommitted Sources: Identify Line Item # on Schedule C: _____			
Subtract: Total Expenses: (See Schedule C, Col D: Page 2, Total Expenses Line)			
Net Operating Income (NOI): (See Schedule C, Col D: Page 2, NOI Line)			
Negative NOI = Operating Gap			

CERTIFICATION
Compliance with Fair Housing Act Requirements

Valley Community Services Board

Developer certifies that it understands that the Fair Housing Act (42 U.S.C. 3601 et seq.), applies to the proposed development for rental housing, to be located at _____

_____ for which the Developer has applied to receive funds from Valley Community Services Board. Developer further certifies that it understands the requirements of the Fair Housing Act and associated rules and regulations, and further certifies that Developer, its agents, contractors, builders, partners, and others participating in the construction of the proposed development for rental housing shall comply with the requirements of the Fair Housing Act and that each certifies below.

Developer:

Name – Printed

Signature of authorized representative

Date

Builder:

Name – Printed

Signature of authorized representative

Date

Partner:

Name – Printed

Signature of authorized representative

Date

Developer:

Name – Printed

Signature of authorized representative

Date

GLOSSARY

Design Review Considerations-**A. Site plan considerations:**

1. Propose a pedestrian friendly building layout focusing on privacy; create accessible walks linking buildings to each other, to common areas and to parking.
2. Propose a site plan that contributes to public streetscape and minimizes the visibility of parking.
3. Propose site amenities or identify existing amenities within ¼ mile walk distance such as playgrounds, gazebos, garden spots, walking trails, picnic areas, ball fields, basketball/tennis courts, and exercise rooms.
4. Propose a landscaping plan that incorporates xeriscaping and/or rainwater collection.

B. Building design:

1. Propose creative and versatile architectural element designed to be proportional to the human scale. Depending on the design and architectural style, some ways to achieve this are: broken roof lines, front gables, formers or front extended facades, wide banding and vertical horizontal siding applications, creative use of materials, masonry accents, front porches, courtyards, portals, attractive deck rail patters, and building and window placement. However, the appropriateness of certain elements in terms of overall design and site context will be taken into consideration.
2. Consider shade, light, natural heating and cooling, and privacy.
3. Propose an attractive building focusing on visual appeal. Keep in mind qualities of massing, proportion, space, architectural style, textures, color tone, and articulations.

C. Contextual and spatial design:

1. Propose how the architectural style and planning design themes and massing supports the area.
2. Propose a design that embodies healthy human environments including varying interior and exterior spatial environments, incorporates aspects of open plan design, long sightlines to increase spatial dimension, and incorporates creative use of natural lighting to add spatial differentiation and dimension.

Disinvestment- A neighborhood condition that occurs when more capital and human capacity flow out of a community than are invested in that community on a continuous basis.

Gentrification- The process by which higher income households displace lower income residents of a neighborhood, changing the essential character and flavor of that neighborhood. Under this definition, three specific conditions must be met:

1. Displacement of original residents
2. Physical upgrading of the neighborhood, particularly housing
3. Change in neighborhood character

Mixed Income Workforce Housing- Developments that have a mixture of income groups as a fundamental part of its financial and development plan.

Mixed-Use- Allowing more than one type of use in a building or set of buildings. This can mean some combination of residential, commercial, industrial, office, institutional, or other land uses.

Project Related Development Soft Costs- Soft costs include the architect's fees, the engineering reports and fees, developer fees, legal fees, appraisal fees, the environmental report fee, any government fees, - including the plan check fees, building permits, any assessments- plus the financial costs such as construction period interest and loan fees.

Special Needs Households- A household composed of one or more persons, at least one of whom meets the following criteria (HUD's Handbook 4571.2, Section 1-5, Parts A.2 and A.3):

1. Has a physical, mental, or emotional impairment which:
 - a. Is expected to be of long-continued and indefinite duration,
 - b. Substantially impedes the person's ability to live independently, and
 - c. Is of a nature that such ability could be improved by more suitable housing conditions.

OR

2. Has a developmental disability, defined as a severe chronic disability which:
 - a. Is attributable to a mental or physical impairment or combination of mental and physical impairments,
 - b. Is manifested before the person attains age twenty-two,
 - c. Is likely to continue indefinitely,
 - d. Results in substantial functional limitation in three or more of the following areas of major life activity:
 - (1) Self-care
 - (2) Receptive and expressive language
 - (3) Learning
 - (4) Mobility
 - (5) Self-direction
 - (6) Capacity for independent living
 - (7) Economic self-sufficiency
 - e. Reflects on the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong, or extended duration and are individually planned and coordinated.