



# Bristol Redevelopment and Housing Authority

809 Edmond Street, Bristol, Virginia 24201

Office: (276) 642-2001 Fax: (276) 642-2015

[www.brha.com](http://www.brha.com)

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Re: *Requests for Proposals for [Audit Services](#)*

*Issue Date: [April 15, 2014](#)*

*Proposals Due Date: [May 16, 2014](#)*

## **Solicitation of Quotations**

The Bristol Redevelopment and Housing Authority ("BRHA" or "the Authority") is hereby soliciting offers in writing from prospective suppliers and/or service providers to provide the goods and/or services as described herein.

### **Overview**

The Authority is requesting proposals from qualified applicants, hereinafter referred to as the "Offeror", to provide annual fiscal year audit services (year end March 31, 2014) for its conventional public housing program of 401 units divided into 5 Asset Management Projects, the Housing Choice Voucher program of 254 units, ROSS programs, Capital Grant programs, and its Other Business Activities (unrestricted). Note that the Authority uses an Allocated Overhead method to pay for centralized administrative costs. The Authority manages a Mixed-Finance Tax Credit Property which contains 26 units, 10 of which are Public Housing. The Authority also owns two additional LLC entities which have very little activity, but are considered as part of the scope of this contract.

It is the Authority's intention to solicit proposals from Offerors, evaluate their qualifications, establish a competitive range, verify the information presented, proceed directly to contract negotiations with the successful Offeror, and make a contract award. Alternatively, based on its review of the proposals, the Authority may require oral proposals from those Offerors selected for the competitive range and then proceed to contract negotiations. Offerors will be expected to comply with the request for oral presentations within a reasonable time of the request. Offerors who fail to respond to such requests will be eliminated from consideration.

Evaluation and selection of the audit services will be in accordance with the evaluation criteria specified in this RFP.

The proposal shall be prepared in accordance with the instructions of this RFP, and will be evaluated by the Authority as stated in this RFP. Proposals not in conformity with this RFP may be rejected. All proposals will be held in confidence and not released in any manner until after contract award.

Proposals shall be good from the date of submission until the time a contract is awarded by the Authority. This process is expected to take 15-45 days, and will be completed by June 30, 2014 at the latest.

Comments/Questions on specifications or other provisions in this Request for Proposal must be submitted **by Email to Dave Baldwin, Executive Director at:** [dbaldwin@brha.com](mailto:dbaldwin@brha.com) before 4:30 p.m. eastern time on **Friday May 02, 2014.**

Interested and qualified firms that can successfully demonstrate their ability to perform the specified work are invited to submit quotations. Minority and women owned businesses are encouraged to respond.

### **SCOPE OF SERVICES**

The qualified offeror shall provide the following services to the Authority in accordance with the annual accounting cycles:

1. Complete the audit in a timely manner (Preferably within 5 months after the end of the fiscal year, March 31, 2014) and provide 12 hard copies of the audit, one electronic copy of the audit and any other forms and submissions required by HUD.
2. Schedule an annual on-site visit in September 2014 (if requested) in order to provide an oral presentation to the Board of Commissioners on the current audited financial statements and to answer questions posed by members of the Board, the Executive Director and/or other Authority Staff.

The Audit must be in accordance with Generally Accepted Accounting Procedures (GAAP) and reporting provisions of applicable HUD guidelines for Low Income Housing Programs for use in auditing purposes and the Single Audit Act.

Responsiveness to financial questions from the Authority during this contract is considered a major part of the qualifications of the audit and will expect a response within 48 hours of questions.

### **SUBMISSION PROCEDURES AND REQUIREMENTS**

1. Submit all Proposals in response to this RFP **attached to Email to:**  
**Dave Baldwin, Executive Director**  
**Bristol Redevelopment and Housing Authority**  
Email: [dbaldwin@brha.com](mailto:dbaldwin@brha.com)

**Note: Subject Line must be clearly marked as:**  
**“Response to RFP for Audit services”**  
**Due: May 16, 2014**

2. Deadline for Submission:

**4:30 p.m. Eastern Standard Time on Friday May 16, 2014**

3. General Instructions:

All proposals must be sent by Email with attachment(s).

All proposals received from the offeror, or an agent authorized to bind the offeror, shall certify that all information contained in the proposal is true to the best of the knowledge and belief of the sender.

Although the Authority reserves the right to conduct discussions with one or more offerors, the Authority may award the contract on the basis of the written proposals only. Each proposal should contain the offeror's best offer.

All costs incurred in the preparation and presentation of proposals to the Authority shall be wholly borne by each offeror.

All proposals and supporting documentation submitted with each proposal shall become the property of the Authority.

Proposals submitted before the due date may be withdrawn upon request of the offeror at any time before the due date. After the due date, proposals are firm offers, and may not be withdrawn or revised without the express permission of the Authority, for a period of sixty (60) days.

Documentation Requirements: The Authority desires to minimize submission of superfluous RFP material. Interested firms are instructed to organize their responses according to the following format, using required forms where appropriate:

**Offerors are required to submit the following items as a complete quote:**

1. Contacts - Name, address, telephone number, email address and FAX number of the respondent.
2. Written Narrative Statement – The Offeror must submit a written narrative statement to include:
  - A. Qualifications/Experience of the Firm  
Provide an overview of your firm and any associated team members, emphasizing the qualifications and major organizational strengths and achievements that would serve the Authority and its purpose. Please include how long the firm has been in business, major offices located in Virginia and/or major offices located in the Southeast United States.
  - B. Qualifications/Experience of the Individual(s) Performing the Services  
Identify and provide brief resumes of the specific individuals who would be assigned to work with the Authority and specify which team members would be the primary contact persons with the Authority.

3. References: Please include with your proposal a list of the three (3) most recent clients similar to Bristol Redevelopment and Housing Authority for which you have provided auditing services. The list should include for each client the name of the organization, date, contact person, Email address, and telephone number. Also include a list of all cities, counties, public/private organizations, housing authorities, etc., which your Firm has worked with during the last two (2) years.
4. Timeline: Please provide a timeline for the services you will provide. State the number of days for field work and the number of days from the time of the field work until the audit is reported to REAC. Please begin this timeline at July 1<sup>st</sup> as the Authority assumes this will be the first date available for you to begin your work after the Authority has completed the unaudited reporting to REAC for the fiscal year. Please note that the Authority has a CPA as part-time Finance Director.
5. Price for Services  
Identify the price for the services pertaining to the first year of the contract. Please assume a renewal for the second and third years and state your price for each renewal year.
6. Price for Additional Related Services (if applicable)
7. Proof of Insurance – Proof of the insurance coverages as required and detailed in the General Terms & Conditions attached hereto.
8. Licensure - Evidence that the Offeror is licensed to perform required work in the Commonwealth of Virginia.
9. The following completed forms:
  - a. Proposal Form (Attachment “A”) containing an itemized quote for services specified;
  - b. Certification Regarding Lobbying (Attachment “B”); and
  - c. Section 3 Business Self-Certification Form (Attachment “C”)

Evaluation: Proposals should be prepared in accordance with the instructions of the RFP, and will be evaluated by the Authority based on completeness of submission, extent and quality of experience of Offeror, price proposed, and other factors deemed relevant by the BRHA.

- A. The Authority will evaluate only those applicants meeting the minimum qualifications. Among other things, the evaluation of proposals will be based on the following criteria:
  1. Professional qualifications and evidence of the offeror's ability to perform the work, as indicated by profiles of principals and staff. (25 points)

2. Capability to provide professional services in a timely manner. (25 points)
3. Demonstrated knowledge of Authority needs and relevant HUD requirements. (25 points)
4. Cost for auditing services. (25 points)

**Total Possible Points (100 points)**

Note: Evaluation criteria are not ranked in order of importance. Price is not the only determining factor.

Award: If a contract is awarded, such award will be made to the most responsive and responsible Offeror offering the lowest price and/or best value to the Authority.

Term of Contract: If awarded, this contract shall be for a period of one year, beginning on the date of actual award. At its option, the Authority may elect to continue the contract for up to two (2) one (1) year contract renewals under the same terms and conditions. The maximum duration of the contract shall be three (3) years.

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David E. Baldwin  
Executive Director

## **GENERAL TERMS & CONDITIONS**

**PROCUREMENT POLICY:** This solicitation is subject to the provisions of the HA Procurement Policy, Virginia Public Procurement Act and the HUD Procurement Handbook and any revisions thereto, which are hereby incorporated into the contract in their entirety. A copy of the BRHA manual is normally available for review at 809 Edmond Street, Bristol, Virginia, in the reception area. A copy of the HUD Handbook, Handbook 7460.8REV-1 can be obtained from the US Department of Housing and Urban Development.

**APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any litigation with respect thereto shall be brought in the Federal or State courts with jurisdiction in Bristol, Virginia. The Contractor shall comply with all applicable Federal, state and local laws, rules and regulations.

**ETHICS IN PUBLIC CONTRACTING:** By submitting their quotes, Offerors certify that their quotes are made without collusion or fraud and that they have not offered or received kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their quote and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Offerors also certify that they have not, directly or indirectly, sought by agreement, collusion, communication or conference with any person to fix the price of Offerer or of any other respondent or bidder; and that all statements in said quotation, proposal or bid are true.

**IMMIGRATION REFORM & CONTROL ACT OF 1986:** By submitting their quotes, Offerors certify that they do not and will not during the performance of this contract knowingly employ unauthorized alien workers as defined in the federal Immigration Reform & Control Act of 1986.

**DEBARMENT STATUS:** By submitting their quotes, Offerors certify that they:

- (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (B) Have not, within a three-year period preceding this proposal, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- (D) Have not, within a three-year period preceding this Request for Proposals, had one or more public transactions (Federal, State or local) terminated for cause or default.

**QUALIFICATIONS OF OFFERORS:** BRHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to BRHA all such information and data for this purpose as may be requested. BRHA further reserves the right to reject any quote if the evidence submitted by, or investigations of, such Offeror fails to satisfy BRHA that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein. All contractor employees shall be properly trained. Contractor shall supply copies of certifications to BRHA.

**ASSIGNMENT OF CONTRACT:** A contract shall not be assignable to a subcontractor by the Contractor in whole or in part without the written consent of BRHA.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by both parties as a part of their written agreement to modify the scope of the contract.
- B. BRHA may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as a result of such order or shall give BRHA a credit for any savings.

PAYMENT CLAUSES:

- I. If awarded the contract by BRHA, the Offeror/contractor shall take one of the following actions within seven (7) days after receipt of amounts paid to contractor by BRHA for work performed by a subcontractor under the contractor's contract with BRHA:
  - A. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under this contract; or
  - B. Notify BRHA and subcontractor, in writing, of contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- II. Individual contractors are required to provide their social security number to BRHA. Proprietorships, partnerships, and corporations are required to provide their federal identification numbers to BRHA.
- III. Contractors shall pay interest to a subcontractor on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from BRHA for work performed by the subcontractor under this contract, except for amounts withheld as allowed in subdivision I. above.
- IV. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

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

INSURANCE: By signing and submitting a quote under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The Offeror further certifies they will maintain the insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance under the auspices of the Virginia State Corporation Commission, Bureau of Insurance. BRHA is to be named as an additional named insured with respect to the services being procured and is to receive a copy of the Contractor's Certificate of Insurance. The coverages are to include:

- 1. General Liability - Non- construction: \$500,000 or Construction: \$1 million combined single limit.
- 2. Automobile Liability - Non- construction: \$500,000 or Construction: \$1 million combined single limit.
- 3. Workers' Compensation - As required by state law.



ANTI-DISCRIMINATION: In every contract over \$10,000, the following provisions apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that said contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

DRUG FREE WORKPLACE: In every contract over \$10,000, the following provisions apply:

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 violation of such prohibition; (iii) state on 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 provision will be binding upon each subcontractor or vendor.

SECTION 3 CLAUSE: The contract awarded under this solicitation shall be a "Section 3 covered contract." As such, be advised as follows:

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



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

- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by BRHA, whichever is sooner. BRHA, its authorized agents, or HUD auditors shall have full access to the right to examine any of said materials during said period.

AVAILABILITY OF FUNDS: Any and all contracts (purchase orders) made pursuant to this RFQ are contingent upon receipt by the Bristol Redevelopment and Housing Authority of necessary Local, Federal, or State funds. It is understood and agreed between the parties herein that BRHA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

QUOTE ACCEPTANCE PERIOD: Any quote submitted in response to this solicitation shall be valid for ninety (90) days. At the end of ninety (90) days the quote may be withdrawn at the written request of the Offeror. If the quote is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

RIGHT TO ACCEPT OR REJECT: This RFQ does not commit the BRHA to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services. The BRHA reserves the right to accept or reject any or all responses received as a result of this request, to waive any informalities, to negotiate with qualified respondents, or to cancel in part or in its entirety this Request for Quotations if it is in the best interest of the Housing Authority to do so.

CANCELLATION OF CONTRACT: The BRHA reserves the right to cancel and terminate any resulting contract in part or in whole, without penalty, upon written notice to the Contractor. 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.

CONTRACTUAL CLAIMS: Claims arising hereunder shall be submitted by the contractor and decided by the Authority in accordance with Chapter VI of the Authority's General Procurement Policy, which is incorporated herein by this reference.

**SPECIAL TERMS & CONDITIONS:****Proprietary Information**

If a respondent does not desire certain proprietary information in their response disclosed, the respondent is required to identify all proprietary information in the response, which identification shall be submitted concurrently with the response. If the respondent fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed nonproprietary and may be made available upon public request after a contract award.

**Attachment "A"**

**PROPOSAL FORM**

The work to be performed by the Offeror shall include, but be not limited to, the supplying of all labor, materials and supplies, equipment, tools and any services, accessories and procedures necessary to perform under the specifications:

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Zip Code: \_\_\_\_\_

Federal Tax No: \_\_\_\_\_ Telephone No: \_\_\_\_\_

City of Bristol, Virginia License # \_\_\_\_\_ Type \_\_\_\_\_

	Year 1	Year 2	Year 3
Audit Price:	_____	_____	_____

Price for:

Additional Services:	Year 1	Year 2	Year 3
_____	_____	_____	_____
_____	_____	_____	_____

AUTHORIZING SIGNATURE: \_\_\_\_\_  
Signature also certifies they are authorized to comment and bid/provide proposals

DATE: \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_, \_\_\_\_\_.

**Attachment "B"**

**CERTIFICATION REGARDING LOBBYING**

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

- (A) No federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (B) If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- (C) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name of Organization: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_, \_\_\_\_\_.

Attachment "C"

SECTION 3 BUSINESS SELF-CERTIFICATION FORM

The vendor represents and certifies that it...

( ) is a Section 3 business as indicated below [check applicable category and subcategory]:

( ) **Category 1 Business**

- ( ) Fifty-one percent (51%) or more owned by residents of the specific community or communities for which the Section 3 covered assistance is expended; or
- ( ) Full-time, permanent workforce includes thirty percent (30%) of the above residents as employees.

( ) **Category 2 Business**

- ( ) Fifty-one percent (51%) or more owned by residents of another specific community or communities managed by BRHA that is expending the Section 3 covered assistance; or
- ( ) Full-time, permanent workforce includes thirty percent (30%) of the above residents as employees.

( ) **Category 3 Business**

- ( ) An entity selected to carry out a HUD Youthbuild Program in the metropolitan area, or non-metropolitan county, in which the Section 3 covered assistance is expended.

( ) **Category 4 Business**

- ( ) Fifty-one percent (51%) or more owned by Section 3 residents; or
- ( ) Full-time, permanent workforce includes no less than thirty percent (30%) Section 3 residents; or
- ( ) Will subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to business concerns identified above.

( ) is **not** a Section 3 business (form must be notarized only if certifying as a Section 3 business).

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Notary

**(EXAMPLE ONLY – DO NOT SUBMIT)**

**FORM OF CONTRACT**

**THIS AGREEMENT** made this \_\_\_\_\_ **day of** \_\_\_\_\_, in the year **2014** by and between \_\_\_\_\_, an entity organized and existing under the laws of the State of \_\_\_\_\_, hereinafter called "Contractor", and the **Bristol Redevelopment and Housing Authority**, hereinafter called the "The Authority".

**WITNESSETH**, that the Contractor and the Authority for the consideration stated herein mutually agree as follows:

**ARTICLE 1: Statement of work.**

The contractor shall furnish all labor, material, equipment, and services and perform and complete all work required as described below:

**Scope of Work:**

\_\_\_\_\_ shall perform the following scope of work in accordance with its quotation dated \_\_\_\_\_.

1. The Contractor agrees to provide
2. The Contractor agrees to notify the Authority in writing within two business days if the attached Debarment Certification becomes void.
3. The Contractor agrees to notify the Authority in writing within two business days if liability insurance coverage is cancelled.
4. The Contractor will maintain accurate records of all staff time worked and all expenses incurred on the Authority's behalf and will be prepared to supply any supporting detail required by the Authority or its auditors during reasonable business hours and at reasonable intervals.
5. The Contractor will retain all required records for three years after the Authority has made final payment on the contract and all other pending matters are closed.
6. This contract shall be modified by mutual consent and in writing only. Neither party may assign its rights under this agreement to any third party without the prior written consent of the other party to this contract.

**ARTICLE 2. The Contract Price.**

The PHA shall pay the Contractor for the performance of the Contract, in current funds, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as described below. The Contract Period shall be \_\_\_\_\_ Consecutive calendar days from the date of this contract.

Costs are to be billed according to the schedule of fees and costs listed in this agreement. Payment terms are net 30 days from receipt of invoice.

**Schedule of fees:**

### **ARTICLE 3. Contract Documents.**

The contract shall consist of the following component parts:

- a. This Instrument
- b. General Conditions
- c. RFQ Proposal – contains schedule of fees and costs
- d. Debarment Certification
- e. Proof of Insurance

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, from the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract that each modifies.

Should any part, term, or provision of this Contract be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in three original counterparts as of the day and year first above written.

**Attest:**

\_\_\_\_\_

**Contractor:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

BRISTOL REDEVELOPMENT &  
HOUSING AUTHORITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

809 Edmond Street  
Bristol, VA 24201

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**END OF DOCUMENT**