ATTACHMENT 9

PRHA CONFLICT OF INTEREST STATEMENT

The terms "Contractor" or "Offeror" or "Bidder" shall have the same meaning, and shall refer to the selected firm(s) under the bid or proposal.

PART I. CONFLICT OF INTEREST

1. Neither the Portsmouth Redevelopment and Housing Authority (PRHA) nor any of its subcontractors or their subcontractors may enter into any contract or arrangement in connection with a project in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter:
   a. Any present or former member or officer of the governing body of PRHA or any member of the immediate family of such member or officer. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, PRHA or a business entity.
   b. Any employee of PRHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.
   c. Any public official, member of the local governing body, or State or local legislator, or any member of such individual's immediate family, who exercises functions or responsibilities with respect to the project(s) or PRHA.

2. Any member of these classes of persons must disclose the member's interest or prospective interest to PRHA and the United States Department of Housing and Urban Development (HUD).

3. Any bidder/offeror who submits a proposal or bid in response to an PRHA solicitation must disclose in its proposal or bid, the interest, direct or indirect, of any member of these classes of persons in such bidder/offeror, and shall also make the disclosures required in Parts II and III below. "Offeror" as used in Parts II and ITT below, refers to bidders in sealed bidding, and offerors/responders in competitive proposals, and "offer" shall refer to bids and proposals.

4. For purposes of this section, the term, "immediate family member" means the spouse or domestic partner, mother, father, brother, sister, or child of a covered class member (whether related as a full blood relative, or as a "half" or "step" relative, e.g. a half-brother or stepchild).

5. No member of or delegate to the Congress of the United States of America or any representative of PRHA shall be admitted to any share or part of any contract or to any benefits which may arise from it.
PART II. ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION

1. It is PRHA's policy to avoid situations which place an offeror in a position where its judgment may be biased if awarded the contract because of any past, present, or currently planned interest, financial or otherwise, that the offeror may have which relates to the work to be performed pursuant to the proposed contract or where the Offeror receives an unfair competitive advantage in submitting a proposal or bid for the proposed contract, such as, for example, an offeror who submits a proposal or bid after acting as a consultant to PRHA in preparing the specifications or performing a study for the proposed contract. Such situations which may either impair the offeror's objectivity in performing the proposed contract work or result in an unfair competitive advantage to the offeror are considered organizational conflicts of interest.

2. Where an offeror is aware of, or has reason to be aware of an organizational conflict of interest, whether an actual or apparent conflict, the offeror shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to:
   a. being able to render impartial, technical sound, and objective assistance or advice, or
   b. being given an unfair competitive advantage.

2.1. During the term of the contract resulting from this solicitation, the contractor and all principals and partners of any joint venture awarded a contract under this solicitation (collectively referred to herein as the "Contractor"), shall be prohibited from providing services for or on behalf of any person, firm or company, which is in a position that is adverse to the interests of PRHA. A position adverse to the interests of PRHA shall include, but not be limited to, a person, firm or company that has a claim for damages against PRHA in any judicial or administrative tribunal. Further, the contractor shall not engage any subcontractor for the performance of any services under the proposed contract if such subcontractor has, at any time within the twelve (12) consecutive month period preceding the commencement of its engagement with the contractor under the proposed contract, provided any services for or on behalf of any person, firm or company, which is in a position that is adverse to the interests of PRHA. The contractor shall insert and enforce a similar provision in its contract documents with each subcontractor. From time to time, during the term of the proposed contract PRHA may require (a) the contractor to submit a certification and affidavit as to the contractor's compliance with the terms of this subsection 2.1; and (b) the contractor to submit to PRHA a certification and affidavit from any or all subcontractors as to their compliance with such substantially similar provision as shall be enforced by the contractor. The contractor shall immediately terminate any subcontractor in violation of the terms of this subsection 2.1. Failure of the contractor to comply with the requirements of this subsection 2.1., or to terminate immediately any subcontractor in violation of such provision, shall constitute a default under the proposed contract and grounds for termination of the contract for cause, without liability to PRHA.

3. The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions of the organization and how that structure or system would avoid or mitigate such organizational conflict.
4. In the absence of any relevant interests referred to above, or any conflict of interest, financial, organizational, contractual or otherwise, offerors shall complete the certification in Part III below, titled Conflict of Interest Certification of Offeror.

5. No award shall be made until the disclosure or certification has been evaluated by the Contracting Officer. Failure to provide the disclosure or certification will be deemed to be a minor infraction and the offeror will be permitted to correct the omission within a time frame established by the Contracting Officer.

6. Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the offeror.

7. If the Contracting Officer determines that a potential conflict exists, the selected offeror shall not receive an award unless the conflict can be avoided or otherwise resolved as determined by the Contracting Officer.

8. In the event the Offeror is aware of an organizational conflict of interest and intentionally does not disclose the existence of such conflict to the Contracting Officer before the award of this contract, PRHA may terminate the contract for default.

9. The term "Affiliated Entities" shall include any parent, subsidiary, partner and/or joint venturer of or with the Offeror and any person or entity that shares in the profits of the Offeror or in the proceeds or profits resulting from the proposed contract. The Offeror shall not contract with any Affiliated Entity without obtaining PRHA's written approval of such contract. The Offeror shall disclose to PRHA all contracts that it has with any Affiliated Entities to provide goods, materials, equipment, supplies or services, of any nature or kind, with respect to the proposed contract.

PART III. CONFLICT OF INTEREST CERTIFICATION OF OFFEROR

1. The Offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, no member of the classes of persons listed in Part I above has an interest or prospective interest, direct or indirect, financial, contractual, organizational or otherwise, in the Offeror.

2. The Offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any actual or apparent organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the Offeror's organizational, financial, contractual or other interests may:
   (a) Result in an unfair competitive advantage to the Offeror; or
   (b) Impair the Offeror's objectivity in performing the contract work.
3. The Offeror agrees that if the contract is awarded to the Offeror, and after award it discovers an actual or apparent conflict of interest, financial, contractual, organizational or otherwise, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Offeror has taken or intends to take to eliminate or resolve the conflict. PRHA may, however, terminate the contract for the convenience of HUD and/or PRHA.

4. The Offeror agrees that if the contract is awarded to the Offeror, the terms of this conflict of interest clause and any necessary provisions to eliminate conflicts of interest shall be included in all subcontracts and consulting agreements resulting from the proposed contract.

5. In the absence of any interest in the Offeror held by any member of the classes of persons referred to above and in the absence of any actual or apparent conflict, I, hereby certify and affirm under penalties of perjury, that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of the proposed contract. The undersigned official certifies that he/she is authorized to sign this proposal form for the firm.

Printed Name and Title Of Authorized Official or Responder

Signature of Authorized Official of Responder