



1000 Carthage Street | Sanford, NC 27330
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919-776-7655
www.sha-nc.org

RFQ # 20-002
LEGAL SERVICES/CONSULTING SERVICES FOR
DEVELOPMENT RELATED ACTIVITIES

March 4, 2020

I. Request for Qualifications (RFQ)

1.	Proposal Deadline	4
2.	Statement of Purpose	4
3.	Profile of Sanford Housing Authority.....	4
4.	Submission Package	5
5.	Contact Person	6
6.	Scope of Services	6-9
7.	Type of Contract	9
8.	Period of Performance.....	9
9.	Proposal Criteria	10-15
10.	Evaluation of Responses	15-16
11.	Contractual Requirements	16-24
12.	Notification of Public Record	24

II. Forms To Be Submitted With Proposal

1. Solicitation Cover Sheet
2. Form of Bid
3. Contractor References
4. Non-Collusive Affidavit
5. Affidavit of Non-Default
6. Certifications and Representations of Offerors Non-Construction
Contracts HUD Form 5369-C
7. Certification of a Drug Free Workplace - HUD-50070 (3-98)
8. Certification Regarding Debarment and Suspension - HUD 2992 (3/98)
9. Certification of Payments to Influence Federal Transactions – HUD-50071
(3/98)
10. Disclosure of Lobbying Activities, Standard Form LLL and LLL-A
11. E-Verify

1. PROPOSAL DEADLINE

Proposals shall be received until **4:00 p.m., EDST, on Wednesday, April 1, 2020** at the Sanford Housing Authority, Attention: Shannon Judd, Chief Executive Officer, 1000 Carthage Street, Sanford, North Carolina 27331 (delivery address). Proposals may be submitted prior to the deadline, but no proposal shall be evaluated until after the deadline. No proposals will be accepted after the deadline.

2. STATEMENT OF PURPOSE

The Sanford Housing Authority (hereinafter referred to as the “Housing Authority”) is seeking proposals for legal services/consulting services for development related activities. It is the intention of the Housing Authority through this solicitation to enter into a contract with a general counsel that will serve the Housing Authority Board of Commissioners and the Housing Authority Staff in development related capacities. The Housing Authority reserves the right to enter into contracts with attorneys other than the general counsel should it be deemed in its best interest.

The Request for Qualifications (RFQ # 20-002) for legal services/consulting services for development related activities is restricted to the Housing Authority only and proposals with respect to other agencies or projects shall not be submitted. Proposals are invited from any North Carolina licensed attorney-at-law or law firm which can comply with the objectives of the Housing Authority and with the United States Department of Housing & Urban Development (HUD) Handbook No: 1530.1 Rev-5 Litigation Handbook, Latest Change in effect as of May 18, 2004.

The Housing Authority recently applied for a Rental Assistance Demonstration (RAD) portfolio conversion through the U.S. Department of Housing and Urban Development. The Housing Authority seeks a firm that is experienced with the RAD program, as well as other programs.

3. PROFILE OF SANFORD HOUSING AUTHORITY

- The Housing Authority was created in 1961 as evidenced by a Certificate of Corporation from the Secretary of the State of North Carolina.
- The Housing Authority is a public body corporate and politic governed by a 7 member board appointed by the Mayor and Council of the City of Sanford. (One member is always a public housing resident.)
- The Housing Authority manages approximately 446 Public Housing and Affordable Housing Units and is authorized for 756 Section 8 Vouchers.

- The Housing Authority has a workforce of 24 full- and part-time employees.

Over the years the Housing Authority has been awarded in various funding, including grants. Some of the funding sources include:

- a. ROSS Grant
- b. Capital Funds program and others

For further information on the Housing Authority, visit our Web Page at www.sha-nc.org.

4. SUBMISSION PACKAGE

Respondents shall provide **one (1) unbound original** and **eight (8) copies** of their complete submission package along with an electronic copy in a PDF Format on a CD rom in a **sealed** envelope or box. On the outside should be the respondent's name, address, and the due date along with the following information:

**General Counsel Legal Services for Development Related Activities
Request for Qualifications - RFQ # 20-002**

The proposal should be delivered or mailed to the following address and contact:

**Sanford Housing Authority
Attention: Shannon Judd
Chief Executive Officer
1000 Carthage Street
Sanford, North Carolina 27330 (delivery address)**

The submission package must be signed by an officer of the respondent who is legally authorized to enter into a contractual relationship on behalf of the respondent, and the respondent shall affix the organization's corporate seal to these documents. In the absence of a corporate seal, the submission package shall be notarized.

All proposals shall become the property of the Housing Authority and shall not be returned to the respondents. All costs incurred in the preparation and presentation of proposals shall be the responsibility of the respondent. No proposal may be withdrawn for a period of sixty (60) days after receipt without the consent of the Housing Authority.

5. CONTACT PERSON

All questions concerning this Request for Qualifications Proposal must be submitted in writing via email only to sjudd@sha-nc.org. The deadline for inquiries regarding this proposal is 5:00

p.m., EDST, Tuesday, March 17, 2020. No questions will be answered after that time. The answers to submitted questions will be answered by way of an addendum. The questions and answers will be posted by 5:00 p.m. EDST on Thursday, March 19, 2020.

6. SCOPE OF SERVICES

It is the intention of the Housing Authority to enter into an agreement with a qualified law firm to provide legal services on behalf of the Housing Authority at a fixed hourly rate and an alternate bid for Retainer Services and compensation. The Housing Authority will select a general counsel to represent and advise the Housing Authority Board of Commissioners and Staff in the following areas:

1. Real estate, mixed-finance transactions, land use, planning, zoning, private partnering, complex financing, environmental and redevelopment issues, and related matters;
2. State and local government law and legislative issues (*Public Records Act, Open Meetings Law, Local Government Finance Act, Housing Authorities Law*), and related matters;
3. Federal governmental law and legislative issues (*HUD and executive branch rules and regulations, and federal legislation*), and related matters;
4. Public financing, tax exempt and taxable multi-family housing revenue bonds, low income housing tax credit matters and related matters;
5. Taxation issues (federal, state, and local) relating to real property, non-profit corporations, public corporations, real estate development partnerships, and related matters;
6. Legal counsel to Board of Commissioners as requested;
7. Provide written legal opinions with respect to the Housing Authority policies, procedures and transactions as they relate to development related activities;
8. Review and interpretation of contracting (construction, architect/engineering, professional, general services, supplies, etc) and procurement issues (U.S. Department of Housing and Urban Development regulatory advice, solicitation procedures, bid protests, procurement contract development and review) and any related matters as it relates to development related activities;
9. General business issues (corporate formation, partnerships, other commercial transactions) as it relates to development related activities;
10. Legal advice to the Executive Director and Board of Commissioners.
11. Preparation and applications for amendments to the Housing Authority's certificate of public convenience and necessity.

Planning and Development of Low-Income Housing Programs

To perform upon request all legal services in connection with, and to be responsible for all legal phases of the planning, development, initial occupancy, and financing of all low-

rent housing projects to be undertaken by the Housing Authority. Such services shall include but not be limited to those categories listed above of the following:

1. Preparation or review of legal documents and papers; rendition of advice and assistance to the officers and employees of the Housing Authority; consultation with parties having dealings with the Housing Authority; supervision as to legality of the official acts and minutes of the Housing Authority; rendition of legal opinions on all matters submitted by the Housing Authority including questions regarding conflicts of interest.
2. Preparation of or review of contracts with surveyors, land negotiators, cost estimators, architects, appraisers, and all parties having dealings with the Housing Authority regarding such planning, development, initial occupancy of such projects; review and legal approbation of such contracts and payments thereon; handling of all legal questions and matters arising under such contracts of the Housing Authority.
3. Rendition of advice and assistance to the Housing Authority, and preparation of such documents as may be necessary in connection with exceptions from and variations of zoning, building and inspection ordinances and regulations.
4. Rendition of advice and assistance to the Housing Authority in acquisition of any interest in real property; assist in the preparation of necessary documents regarding such acquisition; approval of title insurance policies; rendition of legal opinions regarding title, liens and encumbrances, and any other matter affecting title or an interest in real property acquired by the Housing Authority.
5. In any project being constructed through the conventional competitive bidding procedures, counsel may provide review of documents relating to the advertisements and award of construction contracts, including the construction contract, specifications and performance and payment bonds.
6. To provide legal services in connection with the leasing or subleasing of property, the entering into of Agreements to lease, and/or options to purchase property.
7. Assist in the review of documents relating to the Housing Authority's authority to issue obligations including notes and bonds of the Authority, and the preparation of documents in the nature of audit letters. Authority understands and agrees that counsel does not possess any special knowledge respecting tax matters relating the issuance of debt, and that such specialized matters may require employment of specialist pursuant to **K Payment, Number 14. Employment of Other Counsel, Specialist or Experts.**

7. TYPE OF CONTRACT

If a contract is entered into as a result of this RFQ, it will be a standard **professional services** contract. Negotiations may be undertaken with those attorneys-at-law or law firm(s) whose proposals show them to be qualified, responsible and capable of performing the work. The Housing Authority will enter into a contract that is the most advantageous to the Housing Authority, based upon qualifications, price and other factors. The Housing Authority reserves the right to consider modifications to the RFQ received at any time before the award is made, if such action is in the best interest of the Housing Authority.

8. PERIOD OF PERFORMANCE

The performance period of the contract for legal services entered into as a result hereof shall be for a period of two (2) years commencing upon the Housing Authority's Notice to Proceed, with an option of three (3) additional one (1) year periods for a maximum total of five (5) years, based on satisfactory performance and mutual consent.

9. PROPOSAL CRITERIA

Finalist Evaluation Criteria: The Housing Authority may conduct oral interviews with the finalists who have been selected as a result of this RFQ. The written documentation shall represent 50% of the evaluation and the oral interview shall represent 50% if an interview is conducted. The oral interview will begin with a presentation by the respondent that gives an overview of the team's qualifications as an outside counsel. Additionally, the oral interview will consist of four (4) questions whose value is assigned below. These questions should be addressed after the opening presentation and members of the Selection Team may ask additional questions as follow-up to the assigned questions in order to better understand the respondent's presentation or oral answer. And finally, the oral interview will consist of any follow-up questions the Selection Team may have of the respondent's written submission. These follow-up questions are intended to clarify the written submission. The finalists in the selection process may be asked to participate in an oral interview in Sanford, NC.

ORAL CRITERIA (if used)

Questions worth a total 100 points

1. Oral Presentation, thirty minute limit for presentation. (35 Points)
2. Is any attorney in your firm currently representing, or in the last two (2) years has represented, an SHA public housing resident or Section 8 participant in a legal matter that was in conflict with the Housing Authority's interest in that matter? If

so, please state the nature of each such legal matter. "No" = (20 points), "Yes" = (0 points)

3. If selected as General Counsel, you will be required to represent and advise the Board of Commissioners and the Staff. Assume that a question arises regarding the general operation of the Housing Authority and this results in a major difference of opinion between the Board of Commissioners and Housing Authority Staff. What course of action would you take to resolve this management conflict? (20 points)
4. Are you a member of the Housing Development Law Institute ("HDLI"), which is a national organization of attorneys who represent housing authorities across the country? HDLI sponsors two (2) CLE programs during the year. Attendance at these programs is very beneficial in keeping abreast of regulations and issues in federal housing programs. If you are selected as the General Counsel, would you be willing to: 1) join this national organization, if not already a member; 2) regularly attend the two CLE programs; and 3) waive all hourly fees and expenses associated with joining HDLI and attending the CLE programs. If your answer to any part of this question is "No," why not? (10 points)
5. Additional questions as determined by the selection panel during oral interview. (15 points)

WRITTEN CRITERIA

A. BACKGROUND INFORMATION

Provide a description of your firm including the following information: date firm established, areas of practice, number of attorneys, total number of employees, and office location(s).

B. PAST PERFORMANCE ON SIMILAR PROJECTS

The Housing Authority has established certain criteria that will be considered in the process of selecting a firm or individual attorney as legal counsel. A minimum of five (5) years of experience in the general practice of law is required. Following are the factors for consideration along with their corresponding point value. In the first category, Past Performance on Similar Projects, the total number of points is detailed below. The maximum number of points that a respondent may receive is one hundred (100) points for all the factors for consideration.

1. Past Performance on Similar Projects (50 Points)

List previous experience for each area, state the period(s) of performance, scope of services, fee basis, contact person and telephone number. Past performance with public

housing and government representation in the following areas should be specifically identified:

A. Real Estate Development and Finance

- (i). Rental Assistance Demonstration program requirements. **23 Points**

Real estate, mixed-finance transactions, land use, planning, zoning, private partnering, complex financing and redevelopment issues and related matters. **10 Points**

- (ii). Public financing, tax exempt and taxable multi-family housing revenue bonds, low income housing tax credit matters and related matters. **10 Points**

- (iii). Taxation issues (federal, state, and local) relating to real property, non-profit corporations, public corporations, real estate development partnerships, and related matters. **1 Point**

- (iv). Acquisition and disposition of property in conformity with local, state, and federal regulations. **2 Points**

- (v). Environmental issues and related matters. **1 Point**

B. Representation of Public Entity

- (i). Provide written legal opinions with respect to the Housing Authority policies, procedures, and transactions and they relate to development activities. **1 Point**

D. General Experience

- (i). Contracting (construction, architect/engineering, professional, general services, supplies, etc) and procurement issues (U.S. Department of Housing and Urban Development regulatory advice, solicitation procedures, protests) and any related matters. **2 Points**

(ii). General business issues (corporate formation, partnerships, other commercial transactions). **1 Point**

2. *Management and/Work Plan* (10 Points)

Describe your firm's technical plan for accomplishing all elements of the Scope of Services. The proposed methodology should demonstrate an understanding of the required services and provide evidence of the attorney's ability to carry out the project. Include a statement of your ability to provide specific detailed statements concerning the nature and date(s) of legal services rendered and an itemization of all expenses.

Indicate which tasks will be performed by the lead attorney and which will be performed by others. Any proposed subcontractors must be identified in the plan and will be required to satisfy all requirements of this solicitation. Indicate the efforts you will make to minimize legal costs such as delegating work to associates or paralegals.

3. *Lead Attorney and Key Personnel* (25 Points)

Identify the lead attorney and his/her experience in the areas defined in the Scope of Services. Identify other key personnel with your firm who will work on the contract along with their experience. Experience with public housing/government representation should be specifically identified.

4. *Section 3 Plan* (15 Points)

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project. For the purpose of training and employment, the Section 3 area is the metropolitan area or non-metropolitan county in which the project is located.

ALTERNATE PROPOSAL: Retainer Services and Compensation:

In preparing your proposal: Provide an annual rate with a monthly billing. Explain in detail what the monthly retainer will cover. State your hourly rates above the retainer; in your proposal include the listing of services and cost.

C. FORMS TO BE SUBMITTED WITH PROPOSAL

1. Solicitation Cover Sheet
2. Form of Bid
3. Contractor References
4. Non-Collusive Affidavit
5. Affidavit of Non-Default
6. HUD Form 5369-C Certifications and Representations of Offerors Non-Construction Contracts (8/93)
7. Certification for a Drug-Free Workplace – HUD-50070 (3/98)
8. Certification Regarding Debarment and Suspension HUD 2992 (3/98)
9. Certification of Payments to Influence Federal Transactions - HUD 50071 (3/98)
10. Disclosure of Lobbying Activities, Standard Form LLL
11. E-Verify

D. HUD FORMS/HANDBOOKS APPLICABLE TO THIS SOLICITATION

1. HUD Handbook No: 1530.1 Rev-5 Litigation Handbook, Latest Change in effect as of May 2, 2004.
2. HUD Form 5369-B Instructions to Offerors – Non-Construction (8/93)
3. HUD Form 5369-C Certifications and Representations of Offerors Non-Construction Contracts (8/93)
4. HUD Form 5370-C General Contract Conditions Non-Construction [Section I](#), (10/2006)
5. PIH 2003-24 Procurement of Legal Services by Public Housing Agencies

Failure to provide any of the proposal criteria may be grounds for considering the respondent as non-responsive.

10. EVALUATION OF RESPONSES

Award of any contract resulting from this solicitation shall be made in accordance with HUD and the Housing Authority procurement regulations. All responses received by the Housing Authority by the time and date specified in this RFP shall be evaluated by a Review Team.

The Housing Authority will select the proposals that are the most advantageous to the Housing Authority based on the evaluation criteria stated herein. The Housing Authority reserves the right to negotiate price and other factors with any or all acceptable proposals.

The Competitive Negotiation Process will be used to select the contract award, beginning with the highest ranked firms. The Housing Authority reserves the right to negotiate a contract with respondents who provide the greatest benefit to the Housing Authority, not necessarily the lowest fees.

The Housing Authority reserves the right to negotiate the final scope of services with all Respondents in the competitive range.

The Housing Authority reserves the right to waive any minor irregularities or technicalities in the proposals received.

The Housing Authority reserves the right to accept or reject any or all proposals, to waive informalities, and to award the contract to other than the low bidder should it be deemed in its best interest.

A. Confidential Information Procedures

Upon receipt at the Procurement Office and the conclusion of the Procurement process to include evaluation and contract award, your Proposal is considered a public record except for material which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. After the Proposal opening, your Proposal will be reviewed by the Housing Authority's evaluation committee, as well as other Housing Authority staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer should be submitted in a separate, sealed envelope marked "Trade Secret — Confidential and Proprietary Information — Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Proposer agrees that the Housing Authority may reveal any trade secret materials contained in such response to all Housing Authority staff and Housing Authority officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the Housing Authority to assist in the selection process. Furthermore, each Proposer agrees to indemnify and hold harmless the Housing Authority and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Proposer has designated as a trade secret. Any Proposer that designates its entire Proposal as a trade secret may be disqualified.

11. CONTRACTUAL REQUIREMENTS

Contracts issued as a result of this solicitation will incorporate the requirements of this solicitation along with the following standard contract clauses:

A. *INSURANCE*

Before work begins, selected respondent shall procure from a reputable insurance company authorized to do business in the State of North Carolina the following insurance policies which provide (at a minimum) the following coverages:

1. Comprehensive General Liability - Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and a contractual liability endorsement.
2. Workers' Compensation - Coverage to apply to all employees for statutory limits in compliance with the applicable State and Federal laws. The policy must include employers' liability with a limit of \$100,000 each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit. Coverage is required regardless of any exemptions which might otherwise apply.
3. Business Auto Policy - Not required unless there is a specific relationship to the agreement. If required, the same limits under Comprehensive General Liability shall apply. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.
4. Professional Errors and Omissions Liability - Coverage shall have minimum limits of \$1,000,000 per claim and \$3,000,000 aggregate.
5. Fidelity Bond with limits of \$25,000 or more

The Housing Authority is to be included as an Additional Insured on the comprehensive general liability and, if applicable, on the business auto policy. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the entire term of any contract resulting from this solicitation. Renewal certificates shall be sent to the Housing Authority thirty (30) days prior to any expiration date, and the selected respondent's insurer shall give the Housing Authority thirty (30) days prior written notification in the event of cancellation or modification by either selected respondent or its insurer or upon renewal of any coverage required. Selected respondent shall furnish the Housing Authority with a Certificate(s) of Insurance evidencing the coverages required herein before work begins.

It shall be unacceptable for any Certificate of Insurance to contain language or wording to the effect that the insurer shall have no liability for failure to provide the prior notices required herein.

B. INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold the Housing Authority, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due to the negligence of the contractor, its officers, employees, or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

C. TERMINATION FOR CAUSE

The Housing Authority may suspend or terminate this Agreement and all payments to be made hereunder, upon at least three (3) days prior written notice, for cause. Cause shall include, but not be limited to: (1) misappropriation of funds by Contractor or by any of its officers, employees, or agents; (2) failure by Contractor to comply with any term or condition of this Agreement; (3) falsification by any officer, employee or agent of Contractor of any document or information submitted by Contractor (past or present) in connection with the subject matter of this Agreement; (4) Contractor's bankruptcy, insolvency, assignment for the benefit of creditors, marshaling of assets, or other such events; or (5) occurrences reasonably justifying The Housing Authority's opinion, whether or not subsequently confirmed, that Contractor is or is about to become unable to meet its obligations under this Agreement.

In the event of suspension or termination of this Agreement, Contractor shall remit to the Housing Authority any unexpended balance of payments made to Contractor by the Housing Authority. The Housing Authority's acceptance of Contractor's remittance shall not constitute a waiver of any claim that the Housing Authority might have against Contractor.

D. TERMINATION FOR CONVENIENCE

The contract may be terminated by either party provided that a **thirty (30)** day written notice is given to the other party of the contract.

E. DEFAULT

Failure to satisfactorily perform the services required by the contract will be grounds for the Housing Authority to declare the Contractor in default.

F. DISCLOSURE

The selected respondent shall at all times guarantee access by the Housing Authority, HUD, Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the selected respondent which are directly pertinent to that specific contract for the purpose of making audit examination, excerpts and transcriptions. The selected respondent shall be required to retain all pertinent records for a period not less than three (3) years after final payment has been made and all pending matters closed.

G. SECTION 3 CLAUSE

The work to be performed pursuant to this RFP is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

H. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of any contract resulting from this solicitation, the selected respondent agrees as follows:

1. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
2. It will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

I. OPTIONS

1. The Housing Authority may extend the term of any contract resulting from this solicitation for a period not to exceed twelve (12) months by written notice to the selected respondent within ninety (90) days prior to the expiration date of the Contract; provided, that the Housing Authority shall give the selected respondent a preliminary written notice of its intent to extend at least sixty (60) days before such contract expires. The preliminary notice will not commit the Housing Authority to an extension. Any changes in compensation will be based upon changes in the most current Consumer Price Index.
2. If the Housing Authority exercises this option, the extended contract shall be considered to include a similar option provision.

3. The total duration of any contract resulting from this solicitation, including the exercise of any option under this clause, shall not exceed five (5) years.

J. REPORTING CRITERIA

In order for the Housing Authority to effectively monitor the work to be performed, it is necessary that the Housing Authority be kept apprised as to the current status of the matter. In addition, the Housing Authority requires the following information:

1. A realistic budget estimating total costs for the life of the case in all matters involving litigation. Outline the tasks to be undertaken and associated costs. The Housing Authority would like to have this within thirty (30) days of a law firm's commencement of representation in connection with a specific matter. If that is not possible, please advise us immediately. Budget estimates should be kept current as revisions may be warranted by developments in the case.
2. The initial and ongoing strategy for defense/resolution, including factual analysis of issues related to liability and damages; and, a description of planned activity/discovery, along with a timetable for its completion. Include any insight that can be provided regarding the judge, opposing counsel, jurisdiction or venue. This information should be provided within thirty (30) days.
3. Timely, at least every thirty (30) days, updates setting forth the law firm's continuing strategy for defense/resolution, updated damage/liability analyses, updated schedule of discovery, and a brief synopsis of the discovery as it is accomplished.
4. Consideration of alternative dispute resolution (ADR) to expedite the resolution of claims. When appropriate, the law firm's status report should include an assessment of whether/when a particular matter is suitable for ADR in light of the issues involved and developments in the case.
5. Copies of a description of all motions or documentary evidence relating to liability and/or damages and copies of any amendments to pleadings and developments relating to the pleadings of the case and copies of all internal research memoranda for which the Housing Authority will be billed.
6. Court dates, including hearings on discovery, motion filing dates, discovery cut-off dates, settlement conferences, trial setting conferences, and trial dates.
7. Forward immediately upon receipt all settlement demand and offers.
8. All releases must be approved by the Housing Authority prior to execution.

K. PAYMENT

Invoices shall be submitted in two (2) copies to the following address and with the following billing criteria:

Sanford Housing Authority
Attn: Shannon Judd, CEO

P. O. Box 636
Sanford, NC 27331

All professional legal services provided shall conform to the criteria outlined below:

1. The Housing Authority is committed to obtaining quality legal services and desires to obtain the best outside counsel available and to appropriately compensate them for their services. The Housing Authority is equally committed to obtaining efficient and cost effective legal services.
2. Counsel shall perform legal services at the requests of the Housing Authority. In addition, counsel may receive direct inquiries from the Housing Authority's Board of Commissioners through the Chair. Request from the Housing Authority will be through the Executive Director.
3. The Housing Authority retains counsel based on their expertise and the Housing Authority's confidence in their ability and judgment. The Housing Authority requires that this law firm identify the attorneys considered for an assignment at the inception of any major/significant assignment, project, or case. If attorneys performing services for the Housing Authority are changed because of the law firm's needs, the Housing Authority shall not be charged for time required to educate the new attorneys regarding such matters. The Housing Authority shall not be billed for time required to educate an attorney, paralegal, or clerk.
4. Law firms shall avoid overstaffing any matter. The Housing Authority shall pay for only one attorney to accomplish any single task. For example, the Housing Authority will not pay for two (2) or more attorneys to attend depositions or court hearings, without prior approval. The Housing Authority will not pay for unessential interoffice conferences, an attorney redoing the work of another attorney, or the routine digesting or summarizing of depositions and documents without prior Housing Authority approval. Extensive legal research projects shall be approved by the Housing Authority in advance of the work.
5. Conferencing among attorneys in the law firm is generally not compensable, unless the conference is a necessary strategy meeting relating to some significant legal event, such as an upcoming trial or deposition or complex transaction. Subject to certain exceptions, such as expert consultations, only the senior attorney's time will be compensable for such attorney conferences.
6. Discovery requests should be reviewed by the law firm. The Housing Authority Executive Director/Staff will work directly with the law firm to obtain information required for responses. The law firm shall advise the Housing Authority of the availability of protective orders and stipulations regarding privileged or confidential information otherwise protected under applicable laws. It is essential

that law firms keep the Housing Authority Executive Director /Staff fully and currently informed about the status of the legal matters. It is essential that the Housing Authority's Executive Director /Staff be provided sufficient time to review all significant pleadings or documents prior to filing. Copies of final documents (e.g., significant correspondence, research memoranda, pleadings) shall be sent to the Housing Authority Executive Director.

7. We encourage the appropriate use of paralegals and expect law firms to delegate to qualified paralegals and clerks who can perform tasks at lower cost. Assignment of work to paralegals should not result in duplicative work by attorneys. Routine administrative work does not qualify as billable activity, such as photocopying, filing, typing, document retrieval, etc.
8. Litigation is a matter of special concern because of the potential for high cost. The time spent on any claim or litigation matter must be commensurate with the significance of that matter to the Housing Authority.
9. General overhead and administrative costs are considered part of the hourly rate. Therefore, the Housing Authority will not pay for such costs, including but not limited to:
 - Word processing time and other clerical assistance
 - Overtime and premium charges for billings for attorneys or support staff, or secretarial overtime compensation
 - Office machine attendants
 - Local (not travel related) meals
 - Entertainment expenses
 - Local (not travel related) transportation
 - Review and transportation of firm invoices
 - Charges for use of in-house conference rooms
 - Heating, air conditioning, lighting, and parking costs.
10. The Housing Authority will pay the actual cost for the reasonable and necessary use of the following:
 - Messenger/hand delivery services
 - Overnight mail delivery services
 - Facsimile transmissions (outgoing only)
 - Photocopying
 - Long distance telephone services
 - Computerized legal research
 - Travel related transportation, accommodations, and meals (if authorized by the Housing Authority in advance)

11. The Housing Authority requires detailed billing setting forth, specifically, the work performed by each individual. All billing time must be in quarter of an hour increments. "Narrative" or "Block" billing is unacceptable. For example, if numerous tasks are undertaken in one day, they should each be identified with a specified time for performing that task and the individual performing it. All conferences, whether telephonic or otherwise, should specify the participants and the subject matter discussed. Also include the program (Conventional, Sanford Affordable Housing Development Corporation, Housing Choice Voucher, etc.) and site and/or person address. All billing must include the specific cost center, such list of cost centers to be provided by the Housing Authority, for the work performed.
12. Likewise, narrative and block billing for expenses is unacceptable. Charges for long distance telephone calls, photocopying, facsimile transmissions, delivery services, etc. shall be broken down by the date the expense was incurred and amount specifically charged per call, copy, facsimile, delivery, etc. Billing for computerized research must reflect a breakdown of usage as to date, time, task and individual. A block bill for computerized legal research is unacceptable.
13. From time to time travel may be necessary. The Housing Authority requests that law firms utilize cost effective travel arrangements. We will not reimburse for first class, business class or similar travel.
14. **Employment of Other counsel, Specialist or Experts.** Counsel will not employ or otherwise incur an obligation to pay other counsel, specialists or experts for services in connection with services herein without prior approval of the Housing Authority.
15. **Interest of Members of Authority.** No member of the governing body of the Housing Authority for which services are to be provided under this agreement, and no other officer, employee or agent of the Housing Authority who exercises any functions or responsibilities in connection with managing or carrying out of the Housing Authority programs shall have any personal interest, direct or indirect, in this Agreement.
16. **Interest of Other Local Public Officials.** No member of the governing body of the locality in which the Housing Authority functions, and no other public official of such locality, who exercises any functions or responsibilities in the review, approval, managing or carrying out of Housing Authority programs shall have any personal interest direct or indirect in this Agreement.
17. **Interest of Certain Federal Officials.** No member of, or delegate to the congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

18. **Interest of Counsel.** Counsel (including partners, associates and professional employees) for which services are to be provided under this agreement, covenants that he/she does not now have any interest and shall not acquire any interest, direct or indirect, in any of the Housing Authority's programs, properties, materials or services hereunder. Counsel further covenants that in the performance of his/her duties hereunder no person having any such interest shall be employed directly by the Housing Authority.
19. Should Attorneys receive any amount as attorney's fees taxed by any Court to the opposing party in litigation, including eviction proceedings, or should any amount be collected from a tenant as a legal fee, then such amount shall be reported by Attorneys to the Housing Authority and shall be credited against the next payment to Attorneys.
20. Notification of Public Record.

ALL RESPONDENTS ARE NOTIFIED THAT THEIR RESPONSES TO THIS RFQ WILL BE PUBLIC RECORDS AVAILABLE FOR INSPECTION AND COPYING BY THE PUBLIC.

Housing Authority for which services are to be provided under this agreement, and no other officer, employee or agent of the Housing Authority who exercises any functions or responsibilities in connection with managing or carrying out of the Housing Authority programs shall have any personal interest, direct or indirect, in this Agreement.

FORM OF BID
2015 GENERAL LEGAL SERVICES

TO: Sanford Housing Authority
1000 Carthage Street
Sanford, North Carolina 27331

Gentlemen:

1. The undersigned, having familiarized (himself) (themselves) with the local conditions affecting the cost of the work, and with the Specifications (including Request for Qualifications, Instructions to Offerors Non Construction, Certifications and Representations of Offerors Non Construction Contract, Supplementary Instructions to Bidders, this bid, the form of Non-Collusive Affidavit, the form of Contract, the Contract Conditions Non-Construction, Section I, the Bid Summary, and the Addenda (if any thereto), as prepared by the Sanford Housing Authority, and on file at www.sha-nc.org; hereby proposes to furnish General Legal Services for the Sanford Housing Authority as described in the Specifications; all in accordance therewith.

Base Proposal: Fixed Hourly Rate

Dollars In your proposal include the listing of services and cost.

Alternate Proposal: Retainer Services and Compensation

Annual Retainer Rate with a Monthly Billing:

Dollars **Explain what the Monthly retainer will cover.**

2. In submitting this bid, it is understood that the right is reserved by the Sanford Housing Authority, North Carolina to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within 30 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature which Contract shall incorporate all of the requirements contained in the plans and specifications above described.

3. Bid Security in the sum of Not Applicable Dollars (\$_____) in the form of _____ is submitted herewith in accordance with the Specifications.

4. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

5. The bidder represents that he () has, () has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he/she () has, () has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

6. Certification of Nonsegregated Facilities. By signing this Form of Proposal, the bidder certifies that he/she does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he/she does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause: that he will retain such certifications in his files; and that he/she will forward a notice to his proposed subcontractors as provided in the Instruction to Bidders.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____

Name of Bidder

Official Address

License No. _____

By _____

Title _____

Phone: _____

Email: _____

FORM OF NON-COLLUSIVE AFFIDAVIT

A F F I D A V I T

(Prime Bidder)

State of _____)ss.

County of _____)

_____, being first duly sworn, deposes and says:

That he/she is _____
(Partner or Officer of the Firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to affix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Sanford Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: _____ Name of
Bidder if Bidder is an Individual

Name of Partner if Bidder is a Partnership

Name of Officer if Bidder is a Corporation

Subscribed and sworn to before me _____ this
_____ day of _____ 20_____.

My commission expires _____ 20_____.

AFFIDAVIT OF NON-DEFAULT

A F F I D A V I T
(Prime Proposer)

STATE OF _____:
COUNTY OF _____:

_____, being duly sworn according to law,
deposes and says:

1. That he/she is _____ (a partner/officer of the
firm of _____),
the party making the foregoing Proposal or Proposals.

2. He/she further certifies as follows:

(a) (a) that all the statements made by me are true, complete and correct to the
best of my knowledge and belief and are made in good faith;

(b) that for the period beginning 10 years prior to the date of this certification,
and except as shown on the attachment, I have not experienced defaults or noncompliance under
any contract for the U. S. Department of Housing and Urban Development, or any other
governmental agency with which I have contracts;

(c) to the best of my knowledge there are no unresolved findings raised as a
result of HUD audits, management reviews or any other governmental investigations concerning
me or work under any of my contracts;

(d) there has not been a suspension or termination of payments under any HUD
contract in which I have had a legal or beneficial interest attributable to my fault or negligence;

(e) I have not been convicted of a felony and am not presently, to my
knowledge, the subject of a complaint or indictment charging a felony. (A felony is any offense
punishable by imprisonment for more than one year, but does not include any offense classified
as a misdemeanor under the laws of a State and punishable by imprisonment of two years or
less.);

(f) I have not been suspended, debarred or otherwise restricted by any
Department or Agency of the Federal government, any State government, the City of Sanford,
NC, or the Sanford Housing Authority from doing business with such Department or Agency;

(g) I have not defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond;

(h) all the names of the parties known to me to be principals in this contract in which I propose to participate are included on resumes submitted with this proposal;

(i) to my knowledge I have not been found by HUD or the State of North Carolina to be in noncompliance with any applicable civil right laws;

(j) I am not a Member of Congress or a Resident Commissioner or otherwise prohibited or limited by law from contracting with the Sanford Housing Authority;

(k) I am not an officer or employee or commissioner of the Sanford Housing Authority who is prohibited or limited by law from contracting with SHA; and

(l) Statements above (if any) to which I cannot certify, have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think help to qualify me as a responsible principal in this project.

By: _____
Signature of Individual if the Proposer is an Individual

Sworn to and Subscribed _____
Signature of Partner if the Proposer is a Partnership

Before me this _____ day _____ of _____, 20____. Signature of Officer if the Proposer is a Corporation

Notary Public

(Title) Place Corporate Seal Here

INSTRUCTIONS FOR AFFIDAVIT OF NON-DEFAULT

This form must be signed by all principals who will work on this contract. Principals may all use, sign, and file the same form or they may file separate forms.

Principals include all individuals, joint ventures, partnerships, corporations, trusts, nonprofit organizations or any other public or private entity that will participate in the contract as a prime contractor.

In the case of partnerships, all general partners (regardless of their percentage interest) and limited partners having a 25 percent or more interest in the partnership are considered to be principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Exception for corporation - All principals must personally sign the certification. If, however, a public agency is a principal, all of its officers, directors, commissioners, trustees and stockholders with 10 or more of the common (voting) stock need not sign personally if they all have the same record of report. Only the officer who is authorized to sign for the corporation or agency must personally sign the certification. However, any person who has information to report which is substantially different from that of his or her organization must report that activity on this form and sign his or her name.

If you cannot certify and sign the certificate as it is printed because some statements do not correctly describe your record, then use a pen and strike through those parts that differ with your record, and sign that part you permitted to remain and which does describe you or your record.

Attach a signed explanation of the terms you have struck out on the certification and report the facts of your correct record. Item (e) above relates to felony convictions within the past 10 years. A felony conviction will not cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk.

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offers represents and certifies as part of its bid/offer that it:

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| ☐ Black Americans | ☐ Asian Pacific Americans |
| ☐ Hispanic Americans | ☐ Asian Indian Americans |
| ☐ Native Americans | ☐ Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. 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.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment 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 (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

(1) No Federal 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 making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this 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.

(3) 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 sub recipients 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.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Contractor Affidavit under General Assembly of NC
House Bill 786 G.S. §143-48.5; G.S. 147-33.95

By executing this affidavit, the undersigned contractor verifies its compliance with **G.S. §143-48.5; 147-33.95**, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Sanford Housing Authority has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in **G.S. §143-48.5; 147-33.95**. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by **G.S. §143-38.5; 147-33.95**. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, 2015 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2015.

NOTARY PUBLIC

My Commission Expires:
