



Request for Proposal

RFP # 16-002

***Uniform Physical Conditions Standards (UPCS)
and
Housing Quality Standards (HQS) Inspection Services***

Shannon McLean, Executive Director

1000 Carthage Street

Sanford, North Carolina 27330

Table of Contents

Introduction/Background Information	3
Proposal Deadline.....	4
Purpose of Proposal.....	4
Submission Package.....	4
Deadline for Inquiries.....	5
Scope of Work.....	5
Location of Work.....	9
Term of Contract.....	9
Section 3.....	9
Proposal Documents.....	10
Selection Criteria.....	11
Evaluation Criteria.....	11
RFP Requirements and Conditions.....	11
Cost of Proposal.....	11
Clarification to Proposal.....	11
Cancellation of RFP.....	11
Insurance Requirements.....	12
Equal Employment Opportunity.....	12
Indemnification.....	13
Default.....	13
Contract Documents.....	13
Bid Form Questionnaire.....	14

Introduction/ Background Information

Uniform Physical Conditions Standards and Housing Quality Standards Inspection Services

The Sanford Housing Authority (SHA) is requesting proposals from qualified and experienced firms who have a demonstrated track record in successfully performing residential property inspections in accordance with the U.S. Department of Housing and Urban Development's Uniform Physical Conditions Standards (UPCS) and Housing Quality Standards (HQS). SHA currently administers subsidy to multiple residential housing units under various components of the Housing Assistance Programs, including the Public Housing and Housing Choice Voucher Programs (HCV). Firms shall administer UPCS inspections for the public housing program and HQS inspection for the housing choice voucher program. Firms must not be included on the HUD Contractor Debarred List.

There are 448 public housing units. The HCV program is authorized for 741 units; as of the release of this RFP approximately 620 units are leased. The SHA HCV program covers Lee and Harnett County, North Carolina.

Public Housing

The SHA request inspections in accordance with the UPCS standards, for 100% of its public housing units. The public housing program is comprised of three AMPs representing eight communities and two single family homes:

- **AMP 1**
 - Utley Plaza – 56 units
 - Foushee Heights – 40 units
 - Linden Heights – 46 units
- **AMP 2**
 - Stewart Manor – 100 units
 - Matthews Court – 50 units
- **AMP 3**
 - Gilmore Terrace – 71 units
 - Garden Street – 57 units
 - Harris Court – 26 units
 - Crestview Homes – 2 single family homes

Housing Choice Voucher

The housing choice voucher program is comprised of 741 authorized units of which approximately 620 are currently leased. The units are located in Lee and Harnett County, North Carolina. The SHA request inspections in accordance with the HQS standards, for 100% of the units on the program.

As a Public Housing Agency (PHA), SHA is required to inspect assisted dwelling units for compliance with HUD's Housing Standards, and other related standards to ensure each subsidized unit remains in decent, safe and sanitary condition.

SHA's continued success will, in part, be contingent upon the successful operation of its Housing Assistance Programs and its ability to quickly place its Section 8 participants into safe, decent and sanitary housing units.

SHA will enter into one or more contracts with the successful Respondent(s) and negotiate a one year contract with an option to extend for an additional year for the inspection of housing units assisted under the various housing assistance programs as described further in this RFP.

1. PROPOSAL DEADLINE

Proposals shall be received until **4:00 P.M., EST, on Monday, December 21, 2015** at the Sanford Housing Authority, 1000 Carthage Street, Sanford, North Carolina 27330. Proposals may be submitted prior to the deadline, but no proposal shall be evaluated until after this deadline. No proposals will be accepted after the deadline. This will be an electronic RFP and will only be available on www.sha-nc.org. All modifications to this RFP will be posted on the Sanford Housing Authority web sites and will not be e-mailed or sent via mail. It is the firm's responsibility to ensure that the entire RFP package has been reviewed prior to the firm's submittal of a proposal.

2. PURPOSE OF PROPOSAL

The objective of the solicitation is to allow the Sanford Housing Authority, Sanford, NC (hereinafter referred to as "SHA") to select a firm(s) or individual(s) who will provide the required **Uniform Physical Conditions Standards (UPCS) and Housing Quality Standards (HQS) Inspection Services** at a fair and reasonable cost. The solicitation will provide the best value to the SHA. Respondents will be evaluated on relevant experience, project staffing, corporate management support, past performance and price. The solicitation will provide the specific requirements for submission.

3. SUBMISSION PACKAGE

Bidders shall provide one (1) unbound original and three (3) copies of their complete submission package in a **sealed** envelope or box, three hole-punched. The Bidder shall also provide **one PDF version** to be submitted on a CD. **The COST proposal for services to be rendered pursuant to this solicitation MUST BE placed in a separate, sealed envelope which is to then be placed within the submission package.** On the outside of the submission package should be the bidder's name, address and the due date along with the following information:

**Uniform Physical Conditions Standards (UPCS) and Housing
Quality Standards (HQS) Inspection Services**

Request for Proposals (RFP #16-002)

The proposals should be delivered or mailed to the following address:

Sanford Housing Authority
Attn: Shannon McLean, Executive Director
1000 Carthage Street
Sanford, North Carolina 27330

The submission package shall 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.

SHA reserves the right to reject any or all proposals or to waive any informalities in the bidding, or select the proposal which in its opinion, is in the best interest of SHA. No bid shall be withdrawn for a period of 60 days subsequent to the opening of bids without the consent of SHA.

4. DEADLINE FOR INQUIRIES

Questions concerning this RFP shall be submitted via email only to smclean@sha-nc.org and the deadline for inquiries is **Monday, November 30, 2015 at 5:00 p.m. EST**. No phone calls will be accepted. No verbal requests for clarification or information will be accepted. Responses to emailed questions will be posted on www.sha-nc.org as an addendum and such Addenda will have the same binding effect as though contained in the original RFP.

5. SCOPE OF WORK

The Contractor shall furnish sufficient personnel with the necessary skill and judgment to perform all the duties and responsibilities normally associated with the inspection function of prospective units and dwelling units currently under the Public Housing Program and Housing Assistance Payments contracts for the Housing Choice Voucher Program.

The Firm shall use the U.S. Department of Housing and Urban Development Real Estate Assessment Center Protocol and Uniform Physical Conditions Standards, with REAC minimum scoring summaries per property.

The contractor shall perform all services as described below:

a. Scheduling of Inspections

Initially, all 100% of both the Housing Choice Voucher and Public Housing units shall be inspected. **All HCV units shall be inspected first.** Inspections are to be completed within five business day of scheduling.

1. SHA will be responsible for identifying units to be inspected and any respective deadlines. The firm will be responsible for scheduling all inspections in accordance with industry best practices, standard operating procedures, and the parameters provided by SHA.
2. Inspections are to be completed within five business days of scheduling.
3. Final inspection reports shall be submitted to SHA no later than 15 days upon completion.
4. Inspector is required to submit a scheduled number of units to be inspected each day at designated locations. The completion date of all inspections shall be included.
5. Inspector shall provide required manpower to complete all inspections in a timely manner. The SHA and the Inspector will mutually agree on a satisfactory time schedule.

b. Inspections

The firm will conduct inspections in accordance with HUD's Uniform Physical Conditions Standards (for public housing units), HUD's Housing Quality Standards (for the housing choice voucher program), lead based paint regulations found in 24 CFR Part 35, State of North Carolina Carbon Monoxide Detector Act, other HUD documents, Sanford City "Housing Code" and Sanford Housing Authority's Housing Choice Voucher Program Administrative Plan and Admissions and Continued Occupancy Plan.

In general, the respondent will provide the following services to SHA:

(Please review Exhibit A – Scope of Services for a detailed assessment of SHA expectations)

- i. Qualified individuals to evaluate residential dwelling units designated by SHA utilizing federal Uniform Physical Conditions Standards ("UPCS") and Housing Quality Standards ("HQS") consistent with HUD rules and regulations.
- ii. Digital photos of each unit inspected. In addition, the respondent shall provide a photo of any extraordinary or questionable conditions.
- iii. Upon completion of each inspection, the firm will submit an Inspection Performance Summary Report on a monthly basis (no later than the 10th day of each month).

- iv. Completion of all data entry into designated software applications is required by SHA. SHA currently utilizes Lindsey software. The successful respondent shall provide data using the same format as was provided to the contractor with 36 hours of performing the inspection activity. The Contractor shall transmit an inspection results letter indicating deficient items/areas attached, if applicable, to the property owner/agent and provide a copy to the family via USPS first class mail or express mail. The Contractor shall provide SHA with a copy of the letter forwarded to the owner and tenant; SHA will accept all notices via email and via USPS first class mail.
- v. Submit invoices once monthly on or about the 8th of each month for work performed in the prior month in accordance with Exhibit B.

c. Notifications:

- 1. Working with the designated property manager (for both public housing and the housing choice voucher program), Inspector shall notify residents of inspection dates no less than 72 hours prior to inspection.
- 2. The SHA will issue a blanket notification to all residents, informing them of all upcoming inspection processes involving said Inspector. The SHA will also state that the residents' units will be entered if they are not home.
- 3. A SHA representative will accompany Inspector on inspections.
- 4. For the public housing program, if the resident is not home, the SHA representative, will enter the unit. This will eliminate a return visit by the Inspector. As it relates to the housing choice voucher program, the presence of the owner, the owner's representative, head of household, or adult family member is required in order to conduct an inspection.

d. Identification:

- 1. Inspector and any applicable SHA representative are required to wear identification badges. All identification material must be visible to the resident before entering the dwelling unit.
- 2. Inspector representatives are not to smoke or use sanitary facilities in any units.
- 3. Inspector representatives are to inform residents to contact the proper department/office of any requests for repairs or management assistance.

e. Photo Imaging

For each unit inspected, firm will provide a digital picture of the exterior of the building which houses the unit to be inspected (across the street, front elevation). The firm will also provide viewable digital photos with corresponding inspection data for the inspected unit. Provide all digital inspection photos via email to SHA on a monthly basis for cataloging. Files will be provided using the following Electronic File Identification Format: each filename will be composed of the House Number,

Street Name, (Apartment Number if applicable) and zip code for the unit. Attach a digital image of each inspected unit (across the street, front elevation) as the last page. Attached photo must have a minimum viewable area of 8 inches wide by 6 inches high and be printed at a resolution of 600 dpi. The House Number, Street Name, (Apartment Number if applicable) and zip code of the corresponding property must also appear on the page.

f. Hours

On-site services (at units or at the SHA office facilities) must occur between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, except for holidays as specified by SHA.

g. Yearly Inspections

If the contract is awarded to one contractor, the number of UPCS inspections per year would be approximately **448**; the number of HQS annual inspections per year would be up to 741. This number includes units that are owned, managed or provided housing assistance payments by SHA. All UPCS inspection will be located in Lee County. All HQS inspections sites will be located in Harnett and Lee County, NC. Upon completion of any Inspection, print and hand deliver to SHA a complete package of all documents for each inspection within 3 business days (excluding weekends and SHA observed holidays) from the inspection attempt. SHA recognizes there are occasions the inspector may be unable to gain access to a property. This information will be sorted alphabetically by tenant name. These documents are as follows:

- i. A properly completed Inspection Form (Checklist);
- ii. Copies of any deficiency reports and letters;
- iii. Copies of any notes/emails forwarded to agent/owner/tenant;
- iv. Copies of any letters sent to contact landlord;
- v. Copies of door hangers or other forms left at unit for inconclusive “no show” inspections;
- vi. Digital photo of inspected unit – see item under Inspections.

SHA shall not be billed for those inspections that receive an inconclusive rating for any reason other than the unit is vacant or the designated family has moved/relocated. The firm selected shall provide SHA with a monthly report identifying those inspections attempted and completed. All reports will be submitted in the format prescribed by SHA.

All dwelling units must be inspected in accordance with HUD’s Uniform Physical Conditions Standards, HUD’s Housing Quality Standards, lead based paint regulation (24 CFR Part 35, Parts A, B, M, and R), HUD’s Housing Choice Voucher Program Guidebook, 7420.10, the Housing Inspection Manual: Section 8 Existing Program, the SHA Administrative Plan, the SHA Admissions and Continued Occupancy Plan, the City of Sanford “Housing Code” codified by ordinance and the State of North Carolina Carbon Monoxide Alarm Detector Act.

6. LOCATION OF WORK

The current location for these services will be at the public housing sites located in Sanford (Lee County), NC, and the housing choice voucher units which are located in Lee and Harnett County, NC.

7. TERM OF CONTRACT

The term of the contract will be for one year, tentatively commencing January 2016. The contract will have two (2) one year options and shall not exceed three (3) years.

8. SECTION 3

The purpose of Section 3 of the U. S. Department of Housing and Urban Development (HUD) Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance, shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws, be directed toward low and very low income persons.

Low income is defined as a single person or family whose income does not exceed 80% of the median income for the area. A very low income person is defined as a family or single persons whose income does not exceed 50% of the median income for the area.

Section 3 is applicable when funds from the U. S. Department of Housing and Urban Development are used on a project and when additional persons (new hires) are employed. A new hire is any person hired after signing the contract or who is not a current employee.

9. PROPOSAL DOCUMENTS

Responding firms must submit proposals that include the following information:

a. Organization and Personnel Background

Provide an overview of company, emphasizing qualifications and major organization strengths.

b. Experience

Discuss experience of staff to be assigned to the contract, describing in particular experience in serving as a provider of Uniform Physical Conditions Standards inspection services. Identify the specific individuals who would be assigned to work with the SHA and specify which person would be the primary contact person with SHA.

c. Price

- Please provide unit costs for the following types of inspection services:
-
- Initial
- Annual
-
-
-

Special
Quality Control

- “No Shows”,
- “No Adults”
- “Access Refusal”

Please note that the current, primary request is to complete a 100% inspection of the units participating in the housing choice voucher program (those leased as of the date of the agreement) and 100% of the public housing units. The first priority shall be the housing choice voucher units.

Responding firms should also indicate unit costs for any additional reimbursable expenses (if any) such as mileage.

Please note: the price and unit cost information MUST BE placed in a separate, sealed envelope included with the rest of the submission package.

e. Affirmative Action

SHA requires that each respondent be an Equal Opportunity Employer: Provide a statement indicating the firm’s compliance with all government regulations regarding non-discriminatory employment practices.

f. References

Provide detailed information on references, as well as background and experience with projects of a similar type and scope to include as a minimum:

- i. Brief history of the company
- ii. A listing of three references where similar services were performed. The responder shall include the name of the organization, contact person, address, email, and telephone number.
- iii. Responder shall describe their understanding of the project scope, their proposed approach to performing the services, and submit a proposed schedule.
- iv. A copy of the Uniform Physical Condition Standards and Housing Quality Standards Certifications for each inspector.
- v. A copy of the Driver’s License for each inspector and DMV background check each year of the contract. SHA will obtain this information on or before December 1 and prior to renewal of the contract.
- vi. A copy of the criminal background checks performed for each inspector each year of the contract. SHA will obtain this information on or before December 1 and prior to the renewal of the contract.

- g. Provide a valid business license.
- h. Current insurance policy meeting insurance certificate requirements.
- i. HUD Forms

It is the sole responsibility of the Proposer to ensure that all submission requirements are met.

10. SELECTION CRITERIA

The firm determined by the SHA to be the most qualified in terms of actual demonstrable experience, knowledge, and perceived benefit to the SHA's objectives will be selected and contract negotiations with said firm commenced.

11. EVALUATION CRITERIA

Proposals will be evaluated to determine the extent to which the firm's plan meets the needs of the SHA. Evaluation will include review of proposal, reference checks, or other methods sufficient to make a decision in the best interest of the SHA.

The following factors and related point values will be used for evaluation purposes:

Relevant Experience	30 points
Project Staffing	25 points
Cost.....	25 points
Past Performance	15 points
Section 3 Plan	5 points

12. RFP REQUIREMENTS AND CONDITIONS

This RFP sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable.

13. COST OF THE PROPOSAL

Costs incurred by any respondent in the preparation of its response to the RFP are the responsibility of the respondent and will not be reimbursed by SHA. Respondents shall not include any such expenses as part of their proposals.

14. CLARIFICATION TO PROPOSALS

SHA reserves the right to obtain clarifications of any point in a company's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a respondent to respond to such a request for additional information or clarification could result in rejection of the company's response.

15. CANCELLATION OF THE RFP

SHA reserves the right to cancel the RFP at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of the SHA. The respondent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

Respondent, by submitting a proposal, hereby certifies that no officer, agent or employee of the SHA has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other respondent, and that the respondent is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.

16. INSURANCE REQUIREMENTS

The limits of liability for the insurance required under this contract shall not be less than as follows:

Workman's Compensation Employer's Liability	\$1,000,000.00
Contractor's Liability Insurance General Aggregate	\$1,000,000.00
Products—completed operations aggregate	\$1,000,000.00
Personal Injury Each Occurrence	\$1,000,000.00
(Bodily injury/property damage) Excess Liability	\$1,000,000.00
General Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00

Responding firms must submit a Certificate of Liability Insurance with the Sanford Housing Authority named as an additional insured on the policy.

17. 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.

18. 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.

19. DEFAULT

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

20. CONTRACT DOCUMENTS

The Contract shall consist of the following component parts:

1. Instructions to Bidders for Contracts – Construction HUD-5369 (10/02)
2. Representations, Certifications and Other Statements of Bidders - (HUD-5369-A) (11/92)
3. Certifications and Representations of Offerors (Non-Construction) – (HUD-5369-C)
3. Request for Proposals (this document)
4. Scope of Work
5. Form of Bid
6. Non-Collusive Affidavit
7. Affidavit of Non-Default
8. Wage Rates
9. Certificate of Insurance

This document, together with the other documents enumerated in Section 20 above, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event any provision in any component part of the Contract conflicts with any provision of any other component part, SHA will verify the appropriate that shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order or preference of the component part of the contract which each modifies.

BID FORM QUESTIONNAIRE

UNIFORM PHYSICAL CONDITIONS STANDARDS INSPECTIONS SERVICES

Complete each item, attach required documentation, and enclose with the Price Bid Form

Bidder Name: _____

Experience – Each Inspector assigned by the Contractor to perform Uniform Physical Conditions Standards (“UPCS”) and Housing Quality Standards (“HQS”) Inspections under this Contract shall have at least three years’ experience performing UPCS inspections. List below the name and number of years’ experience performing UPCS and HQS Inspections for each inspector who will perform Inspections for SHA, if awarded.

Attach the resume of each individual documenting this experience. Attach additional pages if more than 3 Inspectors will perform UPCS and HQS Inspections under this Contract.

Name:	Years UPCS Inspection Experience: Years of HQS Inspection Experience:
Name:	Years UPCS Inspection Experience: Years of HQS Inspection Experience:
Name:	Years UPCS Inspection Experience: Years of HQS Inspection Experience:

Certification – Each Inspector assigned by the Contract to perform UPCS and HQS Inspections under this contract shall be certified to perform Uniform Physical Conditions Standards Inspections and Housing Quality Standards Inspections as outlined in Section 5 of the RFP. List below the names and certification dates for each inspector who will perform UPCS inspections for SHA, if awarded. Attach certification documentation for each individual. Attach additional pages, if more than 3 Inspectors will perform UPCS Inspections under this Contract.

Name:	Date of Certification:
Certifying Organization:	
Name:	Date of Certification:

Certifying Organization:	
Name:	Date of Certification:
Certifying Organization:	

Insurance – Bidders must have Errors and Omissions (E&O) insurance coverage with a limit of not less than \$300,000 per occurrence. Attach a copy of the current E&O Insurance certificate.

Name of Insurance Carrier	
Coverage amount	\$
Effective date of E & O insurance coverage	

Exhibit A

UPCS and HQS SCOPE OF SERVICES

The Contractor shall furnish sufficient organization, personnel and management staff with the necessary skill and judgment to perform all the duties and responsibilities normally associated with the inspection function of prospective units and dwelling units currently under the Public Housing and Housing Assistance Payments contracts for the Housing Choice Voucher Programs. Inspections shall include inspections of unit interiors, building systems, common areas, building exteriors and site at all developments specified. All individual apartment units are to be inspected, this would include any vacancies at the public housing developments.

The contractor shall perform all services as described below, any other description of services noted in the RFP and those that are in compliance with HUD, federal, state and local law:

A. HCV Initial Inspections

1. Complete the first attempt to perform each Initial Inspection within 5 business days of receipt of scheduling information from SHA (excluding SHA observed holidays).
2. For Initial Inspections and Initial Re-inspections, call the owner/designee 30 minutes prior to arriving at property. If owner/designee is not at the property at the scheduled time, the inspector shall wait 10 minutes before leaving the property. This will constitute one scheduled attempt in a two scheduled attempt maximum inspection criteria. If the unit does not pass at the second scheduled attempt, the RFTA shall be voided. Notify SHA, in a manner acceptable to SHA, of all voided RFTAs on a daily basis. The notification shall include the reason for voiding each RFTA (i.e. unable to make contact with owner, two failing inspections, etc.),
3. Successful respondent shall photograph the exterior of property, provide SHA, owner and tenant with a result letter for each Initial inspection performed within 48 hours of the inspection.

B. Notifications

1. All notifications, regardless of type, must at a minimum contain the following information:
 - Date notification was printed
 - Name and complete mailing address of landlord/agent

- Name and complete mailing address of client and census tract/
 - Type of dwelling and number of bedrooms
 - Type of Inspection/Re-inspection
 - Date of Inspection/Re-inspection and Re-inspection date, if applicable
 - Scheduling Timeframe of Inspection/Re-inspection (Military Time will not be accepted)
 - If this is a "Deficiency Notification", provide a complete detailed listing of all deficiencies identified during the inspection. (Vague or general comments will not be accepted)
 - Name of the inspector, name of Respondent and name of person who performed the Inspection)
 - Contact telephone number for contractor
2. Include any SHA provided insert(s) with all Annual Inspection notifications at no additional cost to SHA. Examples of these inserts include, but are not limited to, "Common Fail Items" and any changes to the SHA Administrative Plan that affect the inspection process. SHA provided inserts will not exceed two front and back sheets of paper that equal four pages.

C. Annual Inspections (HCV and Public Housing)

1. Mail all notices by US 1st class mail (postmarked) no less than 15 days prior to the scheduled inspection date.
2. Provide a type written or computer generated report (minimum 8-1/2 inch x 11 inches) of the inspection deficiencies or inspection result letter (one for the owner/agent and one for the tenant) to the SHA upon completion of the inspection so that SHA may take corrective measures in a timely manner.

D. Re-inspections (HCV and Public Housing)

1. Conduct all Initial Re-inspections within 5 business days (excluding SHA observed holidays) of notification by the owner the unit is ready for Re-inspection.
2. Schedule all non-emergency annual re-inspections within 365 calendar days from the date of the last inspection. In the case of a failed annual, schedule follow-up within 30 days of the date of the failed inspection
3. Conduct re-inspection of all life threatening fail items within 24 hours of first inspection, for annual inspections only.
4. Any additional failing items identified during a re-inspection that are not considered life threatening 24-hour emergencies must be immediately approved by the contractor's site manager. For each occurrence, the site manager must

provide SHA with a written report outlining the additional items and the reason for omission from the initial inspection.

E. All Inspections

1. Conduct physical inspections in accordance with Federal Housing Quality Standards, the Lead Safe Housing Regulations, Sanford City "Housing Code", SHA ACOP and SHA Administrative Plan. The contractor shall use handheld data collection devices, as approved by SHA.
2. Schedule inspections and prepare and issue all inspection appointment notification letters in accordance with a required inspections report provided by SHA.
3. Schedule all inspections by speaking only to or corresponding with the owner or their designee and tenant. No inspections may be scheduled by leaving messages on voice mail. No inspections may be scheduled with the tenant independent of the owner/agent. The contractor must provide notice to all parties, SHA, owner/agent and tenant.
4. Schedule all inspections, regardless of type, with an inspection appointment window time 9:00 a.m. to 4:00 p.m. No inspection shall be performed outside of the scheduled appointment window. Any inspection attempted outside the designated time frame, will be done at the contractor's own risk.
5. The contractor shall not bill SHA for those inspections that receive an inconclusive rating for any reason other than the unit is vacant or the designated family has moved. The contractor will also provide to SHA a monthly report identifying those inspections attempted outside the designated time frame that received an inconclusive rating.
6. Assess who is responsible for damages (tenant responsibility or landlord responsibility) for every failed item listed on all deficiency reports or correspondence. Any deficiency not designating who is responsible will not be considered a failing item at any re-inspection if the deficiency has not been repaired by either the tenant or landlord
7. Send all notifications and related follow-up correspondence, to both landlord and tenant by *US postal service 1st class mail, postmarked within 48 hours of completion of the inspection* appointment, including pass/fail notifications, reschedule notifications and 'no-show' notifications. Forward similar copies electronically to the email addresses of both landlord and tenant. Include re-inspection date/time and deficiency notice in all inspection results correspondence. If owner repairs a portion of the items listed, note the date of final approval on the deficiency notice.

8. Complete one attempt for each no-show inspection prior to issuance of "intent to terminate assistance" notice to the tenant. If the tenant resides in a multi-family development with on-site management. Visit the management office to obtain an escort to gain entry to the unit.
9. Complete one attempt for each non-emergency "fail" inspection prior to issuance of abatement notification to the owner.
10. Complete the last inspection, regardless of the type, by 5:00 p.m. each day, unless another time is agreed upon by the contractor and the Tenant/Landlord.
11. Submit Inspection Performance Summary Reports on a monthly basis in an MS Excel Workbook format as prescribed by SHA.
12. Complete all data entry, using SHA software, as required under the MIS system prescribed and provide data using the same format as was provided to the contractor by the 8th day of each month. (SHA currently uses Lindsey).
13. Complete and deliver to SHA all reporting requirements for inspections under the Section Eight Management Assessment Program (SEMAP) by the close of business of the 8th day of each month.

G. Other Duties

1. Develop and submit to SHA for approval, within 14 calendar days of contract execution, Standard Operating Procedures for all inspection processes described herein, including all forms and form letters to be used. SOP must demonstrate to SHA's satisfaction the contractor's ability to provide all services as requested.
2. Develop and submit to SHA for approval, within 30 days of contract award training and support plan for SHA employees who will coordinate the services of the contractor selected. Provide on-site training for staff including training materials, hands-on operations and protocol for Inspections staff members of at a minimum 20 hours using visual aides and manuscripts. Provide on-going telephone and/or email support to resolve owner and staff concerns.

Exhibit B

Sample transmittal memo when submitting invoices by your office. (To be typed on the respondent's letterhead stationary). Invoices for the two programs shall be submitted separately. The program invoice shall identify which program is being billed.

Date:

TO: Rachel Cameron
Sanford Housing Authority
1000 Carthage Street
Sanford, NC 27330

RE: UPCS Inspection Services (☐ Public Housing Program)
SHA Bid Ref. Number (16-002)

HQS Inspection Services (☐ Housing Choice Voucher Program)
SHA Bid Ref. Number (16-002)

No of Inspections Past Invoice:		Dollars Paid Past Invoice	\$
Inspections Performed This Invoice		Dollars This Invoice	\$
Total Inspections Performed To Date (Contract Year)		Total Dollars To- Date:	\$
Name, unit address, apt. number(alpha), Zip Code	Type of Inspection/Result	Price	Inspection Date/Name of Inspector

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any 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 bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
 - (b) Impair the bidder's objectivity in performing the contract work.
- [] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
 - (2) Participate in HUD programs pursuant to 24 CFR Part 24.
- (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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 |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, 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, that 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.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

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

- (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/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror 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/offeror 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)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror 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/offeror 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/offeror, directly or indirectly, to any other bidder/offeror 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/offeror 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/offeror'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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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:

FORM OF BID
2015 UNIFORM PHYSICAL CONDITIONS STANDARDS AND HOUSING QUALITY
STANDARDS INSPECTION SERVICES

TO: Sanford Housing Authority
1000 Carthage Street
Sanford, North Carolina 27330

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 Inspection Services for the Sanford Housing Authority as described in the Specifications; all in accordance therewith.

Base Proposal: Cost per inspection and per type of inspection:

Public Housing (Annual and Re-inspection) _____

Housing Choice Voucher (Annual, Initial, Special, Re-inspection) _____

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_____.

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.

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