



REQUEST FOR PROPOSAL
UTILITY ALLOAWANCE STUDY
RFP #15-006

TABLE OF CONTENTS

CONTRACT CONDITIONS

PART I BIDDING REQUIREMENTS

- Request for Proposal
- Instructions to Offerors Non-Construction (HUD-5369-B) (8/93)
- Certifications and Representations of Offerors Non-Construction Contract (HUD-5369-C) 8/93) Supplementary Instructions to Bidders

FORMS

- Form of Bid
- Form of Non-Collusive Affidavit
- Affidavit of Non Default
- Certification of a Drug-Free Workplace
- EVerify

PART II CONDITIONS OF THE CONTRACT

- General Contract Conditions Non-Construction–Section I (HUD-5370-C) (10/2006)
- Affirmative Action Plan
- Bid Summary
- Evaluation Score Sheet Form
- Notice to Proceed

Request for Proposals
Low-Rent Public Housing
And Housing Choice Voucher Utility Allowance Study
March 2015

1. SCOPE OF SERVICES

The Sanford Housing Authority (SHA) will accept competitive proposals for an experienced consulting firm to conduct a Housing Choice Voucher Utility Allowance study for its approximately 646 program and a Low-Rent Public Housing Utility Allowance Study for its 448 conventional housing units that utilize utility allowances which would approximate a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. Utility allowances for the Housing Choice Voucher Program units will be determined using an engineering-based methodology, normal patterns of consumption for the 'community as a whole', current local utility rates and charges, and will be developed in accordance with 24 CFR Part 982.517, HUD Guidebook 7420.10G, and all applicable federal, state and local laws and regulations and provided on the required Form HUD-52667. Utility allowances for the Low-Rent Public Housing units will be determined using the statistical (historical) approach and will be made in accordance with 24 CFR Part 965, Subpart E, Tenant Allowances for Utilities. SHA desires to issue an initial contract for a three-year period with options to renew for two additional one-year terms. The total duration of this contract, including all options, shall not exceed five years.

All applicants must be April 28, 2015 to:

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

RFP specifications are posted at www.shanc.org Contracts and RFP's Utility Allowance Study Low-Rent Public Housing and Housing Choice Voucher Programs.

Shannon McLean, Executive Director
Sanford Housing Authority

The Agency reserves the right to reject any or all proposals. The Agency is an equal opportunity employer and contracting agency.

The proposer will establish utility allowances for the following housing developments:

Development Name	Total No. of Units	Utilities		
		Electric	Gas	Water/Sewer
Public Housing Units		Agency Paid Utilities		
AMP 1				
Foushee Height	40	N	Y	Y
Utely Plaza	55	N	Y	Y
Linden Height	46	N	Y	Y
AMP 2				
Stewart Manor	100	Y	Y	Y
Matthews Court	50	Y	Y	Y
AMP 3				
Harris Court	26			
Gilmore Terrace	70			
Garden Street	57	Y	Y	Y
Affordable Housing				
Wilrik Apartment Homes	41	N	N	N
Crestview Homes				
# 308	One single family home	N	N	Y
# 310	One single family home	N	N	Y

A. Collection of Data and Analysis

The SHA will assist in the requisition of adequate historical data from the local utility companies for Tenant-Paid Utilities for each dwelling unit category and unit size by development. The study should use a U. S. Department of Housing and Urban Development (HUD) acceptable methodologies, and utilize current local utility rates and charges. Necessary adjustments should be made for climatic conditions, unit vacancies, energy improvements, etc.

B. Recommended sources of data shall be, but not limited to:

- consumption information from the Agency, residents, and/or utility suppliers
- energy audits
- physical inspections of representative units

- interviews of residents to obtain insight into energy usage
- interviews of maintenance personnel and project managers to gain understanding of housing facilities used by residents.

C. The study should be conducted with SHA staff and resident participation

The utility allowance study must be completed and submitted to the SHA no later than 45 days from the date of contract execution.

Interested proposers must respond with:

1. Detailed description of how proposed services will be provided.
2. Listing of the deliverables the SHA will receive.
3. Proposals demonstrating an understanding of the required services of the SHA, HUD regulatory policies, guidelines, and procedures governing the administration of a Public Housing Authority.
4. Provide written evidence of the firm's ability to perform the services.
5. Summary profiles of the firm's principals, staff, and associates.
6. Fixed Price cost estimate to provide the proposed services.
7. Evidence of the firm's ability to perform the services within the given timeframe for completion.
8. Completion of HUD Form 2992—Certification Regarding Debarment and Suspension.
9. Completion of HUD Form 5369-C—Certification and Representations of Offerors—Non-Construction Contract.
10. Completion of Non-Collusion Affidavit
11. Section 3 Clause and Completion of Certification Statement
12. Proof of insurance—workers' compensation, general liability, and professional liability

The SHA will not accept electronic or faxed submittals.

2. ELIGIBILITY TO SUBMIT PROPOSAL/BID

In order to be considered eligible to submit proposal/bid, each organization, individual, or firm must submit written evidence with its proposal demonstrating that it fulfills the following eligibility criteria:

1. The proposer has a minimum of one year experience working for or contracting with a housing authority and/or housing or government agencies. Must have experience in conducting utility studies, needs assessments, regulation compliance, tenant services, the Capital Fund Program, and/or other public housing program.
2. A minimum of three references with telephone numbers of housing agencies where work has been performed.
3. A certification statement that the proposer is not debarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

3. FACTORS FOR AWARD OF CONTRACT

The award shall be made to the responsible party whose proposal is most advantageous to the SHA, who meet the eligibility criteria and requirements addressed in 24 CFR Part 965, Subpart E, and HUD Guidebook. The following criterion and evaluation factors will be considered when determining the contract award:

A.	Experience of staff performing survey/study—Description of their experience in HUD programs, previous technical assistance, and working with utility allowance surveys/studies for residential units, Public Housing Authority programs, and/or other government or private entities. Responsiveness to the RFP's Scope of Services.	(30 pts. Maximum)
B.	Approach and experience in conducting utility allowance studies.	(30 pts. Maximum)
C.	Timeliness—Proposer shall describe start and schedule of activities to be performed.	(15 pts. Maximum)
D.	Price—Total cost of services to be provided shall be described.	(20 pts. Maximum)
E.	Minority business enterprise, Section 3 business concern, and/or women owned business concern.	(5 pts. Maximum)

All proposers must carry the following insurance policies: required worker's compensation, general liability and professional liability auto liability insurance as defined in section XIII below.

Acceptance by HUD Field Office of proposer organization.

Subject to Other Documents. The contract is subject to the terms and conditions of the State of North Carolina as they exist at the time the agreement is signed.

Binding Effect. The contract shall be binding upon and shall inure to the benefit of the successors and the assigns of the Agency, and to the heirs and personal representatives of the consultant.

Conflict of Interest. The consulting firm warrants that it presently has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services under this contract.

Award of Contract. The award shall be made to the responsible party whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors set forth in this request for proposals.

The Proposer warrants adhering to civil rights, equal opportunity, fair housing, and Section 3 regulations.

Responsibility. It shall be the responsibility of the Proposer to see that their proposal is received by the Housing Authority by the date and time set for the opening of the proposals. Proposals received after the time stated shall not be considered.

Rejection of Proposals. The Housing Authority reserves the right to accept or reject any or all proposals which are determined to be nonresponsive.

4. PAYMENT OF CONSULTANT/CONTRACTOR FEES

Contractor shall submit itemized invoices to the Agency on a monthly basis. Contractor's invoices shall be processed and payment made to Contractor in accordance with the policy and procedure of the Agency.

5. AWARD OF CONTRACT

The proposals which are received will be evaluated by a committee consisting of four SHA staff members. All proposals will be evaluated on eligibility criteria and factors for awards previously stated above.

6. DEFAULT BY PROPOSER

In the event of default by the successful quote, SHA may procure the services specified from other sources. The proposer agrees to reimburse SHA for any additional cost incurred as a result of such default.

7. AWARDS

SHA reserves the right to cancel this RFP or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interests of SHA. SHA further reserves the right to waive any minor informality in any proposals received if it is in the public interest to do so. The decision as to who shall receive a contract award or whether or not an award shall be made as a result of this RFP shall be at the absolute, sole discretion of SHA.

8. ACKNOWLEDGEMENT OF AMENDMENTS

Proposers shall acknowledge in their proposals receipt of amendment(s) to this RFP by signing the document on the acknowledgement line of the amendment. A proposer's failure to acknowledge an amendment may result in rejection of the offer.

9. COMPLETE AND ACCURATE SUBMISSION

A company's failure to provide accurate information in response to this RFP may disqualify the company from further participation in the selection process for this procurement. A proposal may be corrected, modified, or withdrawn, provided that the correction, modification, or request for withdrawal is made by the company in writing and is received at the address identified in Section XIV below prior to the date and time designated in the RFP for final receipt of proposals. After such date and time, the company may not change any provision of its proposal in a manner prejudicial to the interests of SHA and/or fair competition.

10. RETENTION

All proposals are the property of the Greensboro Housing Authority, shall be retained by SHA, and shall not be returned to the company.

11. INSURANCE

Evidence of all appropriate and applicable insurance coverage carried by the firm and all subcontractors, including policy coverage periods is required as follows:

General Liability Coverage – Minimum \$1,000,000 – naming SHA as an additional insured party.

Worker's Compensation Insurance – in accordance with state law, for all employees working on the project. Auto Liability Insurance – on all owned, non-owned, and hired vehicles used in connection with the project. This coverage will be carried through an "A" rated company recognized in the State of North Carolina, and will have a combined single limit for bodily injury and property damage of not less than \$1,000,000.

12. SUBMISSION REQUIREMENTS

It is requested that the proposals be organized and limited to those items which will be used for evaluation. Please submit five (5) copies of the proposal. While electronic copies of the proposals are welcomed, the electronic copy **is not** acceptable in lieu of the required five hard copies. Fax transmissions are not acceptable. **Please submit the five (5) hard copies of the proposals by 4:00 pm on April 28, 2015 to:**

Shannon McLean, Executive Director
Sanford Housing Authority

Enclosures:

HUD-5369-C
HUD-5369-B
HUD-2992
Non-Collusion Affidavit
Section 3 Clause and Certification Statement

**Certifications
and
Representations
of Offerors
Non-Construction Contract**

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

[] Black Americans	[] Asian Pacific Americans
[] Hispanic Americans	[] Asian Indian Americans
[] Native Americans	[] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

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

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

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

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

(1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or

proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

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."

Previous edition is obsolete

page 1 of 2

ref. Handbook 7460.8

form HUD-5369-C (8/93)

(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/offeree deletes or modifies subparagraph (a)2 above, the bidder/offeree must furnish with its bid/offeree 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

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 HUD-5369-C (8/93)

Previous edition is obsolete

page 2 of 2

ref. Handbook 7460.8

Sanford Housing Authority Utility Allowance Study RFP #15-006

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Forms to be returned for compliance with the formal bid procedure:

Form of Bid

Non-Collusive Affidavit

Affidavit on Non-Default

Certifications and Representations of Offerors Non-Construction

Certification of a Drug-Free Workplace

CPA License for the State of North Carolina

E-Verify

2. Each bid must be submitted in a sealed envelope, showing the bid title, date and time of opening on the front of the envelope.

**RFP#15-006 Audit Services
April 28, 2015 4:00PM, EDST**

3. All bids must be signed by the authorized official of the firm. Bids may be rejected if they show any omissions, alterations or irregularities of any kind.

**4. All questions should be referred to Shannon McLean via email only to smclean@shanc.org.
Deadline for questions will be April 20, 2015, EDT. The answers to questions received will be posted on April 24, 2015 by the end of the business day. All questions and answers will be posted on the on www.shanc.org.**

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 _____

Email: _____

Contact Information: _____

FORM OF BID RFP#15-006 UTILITY ALLOWANCE STUDY

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

Gentlemen:

1. The undersigned, having familiarized (himself) (themselves) with the local conditions affecting the cost of the work, and with the Specifications (including Request for Proposal, 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 General Contract Conditions Non-Construction – Section I, the Affirmative Action Plan, the Bid Summary, and the Addenda if any thereto), as prepared by the Sanford Housing Authority, and on file at www.shanc.org; hereby proposes to furnish Annual Audit Services for the Sanford Housing Authority as described in the Specifications; all in accordance therewith.

1. Base Bid _____
Dollars _____

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 _____

Email: _____

Contact Information: _____

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_____.

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) 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; 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;
- (d) 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.);
- (e) I have not been suspended, debarred or otherwise restricted by any

(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

NOTICE TO PROCEED

Name of Contractor

Contract No. _____

Street Address

Date:

City, State and Zip Code

Project No

Location:

Gentlemen (or Dear Sir):

Pursuant to the terms of your contract, dated _____, 20s__ for providing Audit Services for the Sanford Housing Authority, you are hereby notified to commence work there under at the start of business on _____, 20___. The time for Completion set forth in the contract is _____ calendar days, including the starting day, which establishes _____, 20__ as the completion date.

Please note carefully and fulfill the requirements of the General Conditions relative to the submittal and approval of Workmen's Compensation and Manufacturers' and Contractors' public liability insurance.

You are informed that Mr/Mrs _____ has been appointed Contracting officer and is duly authorized to administer you contract for, and in the name of, this the Sanford Housing Authority.