

REQUEST FOR QUALIFICATIONS (RFQ) No. 005-2026

SINGLE FAMILY HOME NSPIRE INSPECTION SERVICES



***NOTE: ALL HOMES MUST BE INSPECTED AND REPORTS SUBMITTED ON OR
BEFORE SEPTEMBER 3, 2026***

RELEASE DATE: July 9th, 2026
DUE DATE: July 27th, 2026
DUE TIME: 2:00 P.M. EST

Procurement: Megan Galluci
Phone: (843) 628-6235 Email: inventory@cchra.net
web: www.cchra.net

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INTRODUCTION

The Charleston County Housing & Redevelopment Authority (hereinafter, "the Agency", or "CCHRA") is a public entity that was formed in 1981 to provide federally subsidized housing and housing assistance to low-income families, within Charleston County, South Carolina. The Agency is headed by a Chief Executive Officer (CEO) and is governed by a seven-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the Agency's procurement policy.

Currently, the Agency owns and/or manages: (a) Conventional Public Housing complexes totaling 381 units; (b) administers a total of 1,112 Section 8 Housing Choice Vouchers; (c) a non-profit Affiliate Action Housing Corporation, with plans to acquire several affordable housing units. The Agency is entrepreneurial in its mission to develop and provide housing to low-income families and individuals, and in serving the community at large. The Agency currently employs 24 staff.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed and insured entities to provide the above-mentioned services to the Agency. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in their entirety.

Thank you for your interest in bidding with Charleston County Housing and Redevelopment Authority.

Angela Childers
Chief Executive Officer
Charleston County Housing and Redevelopment
Authority

RFQ INFORMATION AT A GLANCE

AGENCY CONTRACTING OFFICER (NOTE: Unless otherwise specified, any reference herein to "Contracting Officer" or "(CO)" shall be a reference to Ms. Childers.)	Angela Childers, Chief Executive Officer Telephone: (843) 628-0728 E-mail: achilders@cchra.net
AGENCY CONTACT PERSON	Megan Galluci, Procurement Manager Telephone: (843) 628-6235 E-mail: inventory@cchra.net
HOW TO OBTAIN THE RFQ	The RFQ may be obtained by contacting the Agency Procurement Manager at inventory@cchra.net or by phone at (843) 628-6235
RFQ Release Date	July 9th, 2026
DEADLINE TO SUBMIT QUESTIONS	July 20th, 2026 4:00 PM EST
PROPOSAL SUBMITAL RETURN & DEADLINE	July 27th, 2026 2:00 PM EST 2106 Mt. Pleasant Street, Charleston SC, 29403. (The "hard copy" proposal can be received sealed in-hand, by mail or emailed to inventory@cchra.net to the Agency by no later than 2:00 PM EST on this date)

REQUEST FOR QUALIFICATIONS

Single Family Home NSPIRE Inspection Services

Through this Request for Qualifications ("RFQ"), the Charleston County Housing and Redevelopment Authority (CCHRA), seeks proposals from qualified firms to provide property inspections for 95 of CCHRA's single family home properties using the National Standards for the Physical Inspection of Real Estate ("NSPIRE") established by the U.S. Department of Housing and Urban Development ("HUD"). Contractor must perform all functions related to the performance of NSPIRE inspections as set forth by CCHRA and in accordance with HUD/NSPIRE requirements. The selected Contractor ("Contractor") will review the scope of work of the properties funded under the public housing program. Charleston County and Redevelopment Authority requires these services at all 95 Single Family Homes.

NSPIRE Inspections will be undertaken by the Contractor selected under this request for qualifications (RFQ). Inspections are required per a recent HUD inspection and **must be completed prior to September 3, 2026 including the inspection reports.**

Obtaining the RFQ: To obtain a copy of the RFQ, email inventory@cchra.net. You may call Megan Galluci by phone at (843) 628-6235 or visit our website at www.cchra.net.

Questions: Any questions or requests for further information must be submitted in writing no later than 4:00 PM EST, on July 20, 2026, by email to inventory@cchra.net. In order to maintain a fair and impartial competitive process, CCHRA will only respond to written questions received within the specified time frame. CCHRA must avoid private communication with prospective Respondents during the evaluation period. Responses to all timely submitted questions will be provided to all prospective Respondents no later than July 22, 2026. The written questions will be the only opportunity for the Respondents to ask questions as to form and content. Please respect this policy and do not attempt to query CCHRA personnel or members of its Board of Commissioners regarding this RFQ except through written questions submitted in the manner and within the time frame indicated above.

Submission Deadline: Must be received no later than July 27, 2026 2:00 PM EST. All qualification proposals can be mailed by US mail, hand delivered or emailed to inventory@cchra.net by the deadline stated above.

INSTRUCTION TO BIDDERS

1. Bidders are expected to examine the specification, all instructions and work. Failure to do so will be at the bidders' risk.
2. All bids must be submitted on forms provided by CCHRA.
3. Bidders must complete and sign Form of Statement of Bidders Experience.
4. Bidders must complete and sign Business Information Form.
5. Bidders must complete and sign Non-Collusive Affidavit.
6. Bidders must complete and sign:

All required HUD documents provided.

7. Awarded Contractor must provide evidence of the following insurance coverage:
 - A. Workers Compensation (must meet state requirements)
 - B. General Liability - \$500,000 Minimum Bodily Injury & Property Damage
 - C. Comprehensive General Liability Including Non-Owned Automobile Insurance (must meet state requirements)
8. Awarded Contractor must provide copies of the following:
 - A. Federal Tax ID/W9
 - B. State and/or local license
9. Minimum Wage Rate Requirements: Laborer \$7.25/Hour

Wage certification must be provided at the time of payment request: Submission of payroll is not required.

Submission Information:

Charleston County Housing and Redevelopment Authority

RFQ No. 005-2026

Single Family Home NSPIRE Inspection Services

Attention: Megan Galluci

2106 Mt. Pleasant Street, Charleston SC, 29403 or email

to inventory@cchra.net

THE AGENCY'S RESERVATION OF RIGHTS

The Agency reserves the right to:

1. **Right to Reject, Waive, or Terminate the RFQ.** Reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the Agency to be in its best interests.
2. **Right to Not Award.** Not award a contract pursuant to this RFQ.
3. **Right to Terminate.** Terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 10 days written notice to the Contractor(s).
4. **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer (hereinafter, "Contractor") shall provide the services called for in this RFQ.
5. **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 30 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
6. **Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
7. **Right to Reject Any Proposal.** Reject and not consider any proposal or proposer that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete proposals and/or proposers offering alternate or non-requested services.
8. **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFQ.
9. **Right to Prohibit.** At any time during the RFQ or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. The proposer agrees to abide by all terms and conditions listed within this document and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective or actual proposer, of any responsibility pertaining to such issue.
10. **Right to Prohibit.** By submitting a response to this competitive solicitation, the respondent thereby affirms that he/she obtained all information. Any other group such as a proposal depository that informs potential respondents of the availability of such competitive solicitation are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to contact the CO in order to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained documents from the CO.

ADMINISTRATIVE INFORMATION

Submittals will be evaluated based on the criteria listed in this section. In preparing the submittal to CCHRA it is important for respondents to clearly demonstrate their expertise in the areas described in this document.

Respondents must identify and clearly label in the submittal how each criterion is being fully addressed. Evaluation of responses to this RFQ will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. CCHRA reserves the right to request additional information or documentation from the respondent regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. If a responding firm chooses to provide additional materials in their proposal beyond those requested, those materials must be included in a separate section of the proposal. In submitting a proposal, the respondent agrees that any costs or prices proposed will be valid for a minimum of 90 days from the proposal's due date. Use of the words Bidder, Proposer, Offeror, or Respondent refer to the firm or entity responding to this RFQ.

Scope

The purpose of this solicitation is to obtain a qualified firm to provide NSPIRE Inspection Services. Contractors must make their proposal based on the physical site visit along with the reports required by HUD. All required inspection reports and related documentation must be submitted to CCHRA **no later than September 3, 2026, by 5:00 PM EST**. Nothing herein is intended to limit proposals but is for the purpose of meeting the full needs of CCHRA using a system of fair, impartial and free competition among Respondents. It is the intent and purpose of CCHRA that this RFQ permit competition. It will be the Respondent's responsibility to advise the Chief Executive Officer of CCHRA if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source. A review of such notifications will be made.

Diversity

CCHRA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, HUD Section 3 businesses, and small businesses to submit proposals or to participate in a subcontracting capacity on CCHRA contracts.

Discussions/Negotiations

In accordance with Federal and CCHRA Procurement Policy, CCHRA may conduct negotiations with any Respondent submitting a proposal which appears to be eligible for award pursuant to the selection criteria set forth in the RFQ. All apparently eligible Respondents will be afforded the opportunity to submit best and final proposals if negotiation with any other Respondent results in a material alteration to the RFQ and such alterations has a cost consequence that may alter the order of Respondents price quotations contained in the initial proposals. In conducting negotiations, there will be no disclosures of any information derived from proposals submitted by competing Respondents.

Respondent Responsibility/Specifications Mandatory

Each Respondent will fully acquaint himself with the conditions relating to the scope and restrictions attending the performance of obligations under the conditions of this RFQ. The failure of a Respondent to acquaint himself with existing pre-contract conditions or post-contract consequences will in no way relieve such Respondents of any obligation with respect to the proposal or to any contract resulting here from. Respondents are notified that failures to inspect, familiarize, or otherwise gather information as to the total cost to CCHRA, will, in addition to any and all other remedies available, create cost difference liabilities and claims against the successful Respondent. The Respondent must meet all of the mandatory specifications and requirements set forth in this RFQ. By incorporating said specifications into the Respondent's proposal, subject to acceptance by CCHRA of any amendments hereto as

submitted by the Respondent, the Respondent is agreeing to comply with said specifications. Failure to provide mandatory capability will result in rejection of the Respondent's proposal.

Conflicts of Interest

The Respondent warrants that to the best of his/her knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Respondent's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage.
2. The Respondent's objectivity in performing the contract work may be impaired. In the event the Respondent has an organizational conflict of interest as defined herein, the Respondent shall disclose such conflict of interest fully in the proposal submission.
3. The Respondent 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 Chief Executive Officer which shall include a description of the action which the Respondent has taken or intends to take to eliminate or neutralize the conflict. CCHRA may, however, terminate the contract if it is in its best interest.
4. In the event the Respondent was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Chief Executive Officer, CCHRA may terminate the contract for default.
5. The provisions of this clause shall be included in all subcontracts and consulting agreements where in the work to be performed is similar to the service provided by the Respondent. The Respondent shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
6. No member of or delegate to the U.S. Congress or CCHRA Board of Commissioners shall be allowed to share any or part of this contract or to derive any benefit to arise therefrom. This provision shall be construed to extend to this contract if made with a corporation for its general benefit.
7. No member, officer, or employee of CCHRA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which CCHRA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.
8. CCHRA reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

Multiple Proposals

Respondents may submit only one proposal for this RFQ. It is the responsibility of the Respondent to submit that proposal which the Respondent feels best meets the requirements of this RFQ.

Mistakes in Proposals

If a mistake in a proposal is suspected or alleged, the proposal may be corrected or withdrawn during any negotiations that are held. If negotiations are not held, or if best and final offers have been received, the Respondent may be permitted to correct a mistake in the proposal and the intended correct offer may be considered based on the conditions that follow:

1. The mistake and the intended correct offer are clearly evident on the face of the proposal.
2. The Respondent submits written evidence which clearly and convincingly demonstrates both the existing offer, and such correction would not be contrary to the fair and equal treatment of other Respondents.

Mistakes after award shall not be corrected unless CCHRA Chief Executive Officer makes a written determination that it would be disadvantageous to CCHRA not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by CCHRA's Chief Executive Officer

Incurred Costs in Preparing Proposals

Respondent will be responsible for all costs incurred in preparing a response to this RFQ. All material and documents submitted by Respondents will become the property of CCHRA and will not be returned. Firms selected for further negotiations, as well as the firm ultimately selected to enter into a contractual agreement with CCHRA, will be responsible for all costs incurred during negotiations.

Amendments

If it becomes necessary to revise any part of the RFQ, all amendments will be provided in writing to all Respondents. All amendments to and interpretations of this solicitation will be in writing. CCHRA will not be legally bound by any amendment or interpretation that is not in writing.

Receipt of Proposals: Timeliness

Any proposal received after the schedule opening date and time will be immediately disqualified and rejected without any consideration what-so-ever.

Confidential Information

No documents relating to this RFQ will be presented or made otherwise available to any other person until notification of Award. Commercial or financial information obtained in response to this RFQ which is privileged and confidential and if clearly marked as such will not be disclosed at any time unless requested by court order. Such privileged and confidential information includes that which if disclosed might cause harm to the competitive position of the Respondent supplying the information. Respondent's, therefore, must visibly mark as "CONFIDENTIAL" each part of a proposal which they consider to contain propriety information.

Public Opening

All proposals received in response to this RFQ will be opened publicly at the time and place specified, if designated. At that time, only the name of each Respondent will be listed and made available for public inspection. No other information will be made available until after award.

Partial Acceptance

All proposals must be for the entire RFQ. However, CCHRA reserves the right to accept any portion(s) of the Respondent's proposal if it is deemed to be in the best interest of CCHRA to do so.

Award

Award will be made to the responsive and responsible Respondent whose proposal is determined by CCHRA to be the most advantageous to CCHRA, taking into consideration price and the evaluation factors set forth in the RFQ. No other factors or criteria may be used in evaluation and there must be adherence to any weights specified for each factor in the RFQ. However, the right is reserved to reject any and all proposals received and, in all cases, CCHRA will be the sole judge as to whether an Respondent's proposal has or has not satisfactorily met the requirements of this RFQ as governed by the Federal Regulations and CCHRA Procurement Policy.

Contract/Award

The Contract for the Fee Accounting Services as requested in this RFQ document may be subject to the approval of CCHRA Board of Commissioners. This RFQ will result in a fixed contract or specified payment schedule, the terms of which will be negotiated between CCHRA and the selected Respondents. The contract shall commence on the date specified therein and shall terminate upon completion of all services required pursuant to the contract unless terminated as provided therein.

Contract Term

The term of this contract shall be for the duration of time to complete entire project commencing on the date of execution. No cost increase shall be allowed during the agreement unless it is stated as such in the respondent's proposal.

Termination

Either party may terminate this agreement by giving the other party thirty (30) days written notice.

Insurance

Contractor must have and keep in force during the term of the service the following insurance as a minimum:

1. Worker's Compensation in accordance with South Carolina Worker's Compensation requirements.
2. Minimum General and Public Liability Insurance of \$1,000,000 bodily injury and \$500,000 property damage to protect the Contractor and the Housing Authority.
3. Vehicle Insurance, at least the minimum specified by South Carolina law.

Provide the Authority Certification of the insurance coverage prior to commencement on the work.

The insurance company agrees that the policy(ices) shall not be canceled, changed or allowed to lapse until then (10) days after the Authority has received written notice of the of the cancellation or change or laps, as evidence by return receipt of certified or registered letter, and it is agreed further that as to lapsing, such notice will not be valid if mailed more than 15 days prior to the expiration date shown on the policy.

Indemnification

The CCHRA, its officers, agents, and employees will be held harmless from liability from any claims, damages, and actions of any nature (including costs of reasonable attorney fees) arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the user to use the materials in the manner outlined by the Contractor literature or specifications submitted with the contractor's proposal.

Licenses, Permits, and Compliance

During the term of the contract, the contractor will be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each. It will be the contractor's responsibility to comply with all codes, rules, ordinances, regulations, tariffs and industry standards.

Equal Employment Opportunity

During the performance of the contract, the Contractor agrees as follows:

- The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during the employment without regard to their race, color, religion, sex, national origin, or handicap.
- The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.

NO SMOKING on/in CCHRA Properties

HUD has issued a regulation instituting Smoke Free Public Housing. All Public Housing Developments are Smoke Free, and smoking will NOT be permitted on Charleston County Housing and Redevelopment Authority property. The Contractor will follow the Regulation.

EVALUATION CRITERIA

The proposals will be evaluated using the following weighted criteria

EVALUATION CRITERIA	MAXIMUM RATING POINTS
Previous experience with similar, HUD related, and government funded projects	30
Ability to complete projects within time constraints	50
Total price	20
Total Points	100

CONTRACTOR INFORMATION

Contractor's Request for Payment

Request for Payment. The awarded Contractor shall submit a request for payment upon completion of project. CCHRA will inspect all work and pay upon satisfactory completion.

Required Licensing

The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the County of Charleston (and/or, if applicable, any city jurisdiction therein in which work will be performed) and/or the State of South Carolina.

Site Assessment

The Contractor(s) are strongly encouraged to examine the project areas submitting a proposal.

Time of Completion

The Contractor shall commence work under the ensuing contract on a date to be specified within the Form of Contract issued by the Agency. Normal working hours shall be Monday through Friday, 8:00 AM to 5:00 PM ET. All other working hours require pre-approval. Provide a minimum five (5) working days for approval and planning. The Contractor shall complete all work required under this RFQ on or before the final deadline established by CCHRA. Time is of the essence. Should the Contractor fail to complete the work by the specified deadline, the Contractor shall be assessed a penalty of \$500 per day for each calendar day the project remains incomplete past the deadline. This amount will be deducted from the Contractor's final invoice or general payments

Work Standards

It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the County of Charleston (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of South Carolina, or any applicable Federal Agency. Smoking is prohibited within the building and within the building property boundaries.

Wage Rates

1. This contract is subject to Federal HUD provisions; therefore, the Contractor must:
 - Pay employees a minimum HUD Determined Wage Rate
 - Certify each pay request that workers have been paid no less than the minimum HUD Determined Wage.
2. If the Contractor is a sole owner/operator and uses no employees for this contract, then the HUD Determined Wage Rates do not apply.
3. Following are the minimum HUD Determined Wage Rates the Contractor must pay all employees working under this agreement:

Position	<u>Minimum</u> HUD Determined Wage
Laborer	\$7.25/hour

Disputes

1. If the Contractor has a claim against CCHRA, the Contractor must submit the claim in writing within thirty days of the occurrence.
2. The Chief Executive Officer shall within thirty (30) days after the receipt of the request decide the claim or notify the Contractor of the date by which the decision will be made.
3. The Chief Executive Officer's decision will be final unless the Contractor appeals in writing to The CCHRA Board of Commissioners. The Contractor must make such an appeal within thirty days of written notification of the Chief Executive Officer's decision.

SCOPE OF SERVICES

The selected Contractor shall:

1. Conduct NSPIRE-compliant inspections of housing units, building interiors, building exteriors, and site areas.
2. Identify and document all deficiencies in accordance with HUD NSPIRE standards.
3. Photograph and document deficiencies requiring corrective action.
4. Categorize deficiencies by severity and applicable correction timeframe.
5. Conduct inspections using HUD-approved methodologies and current NSPIRE standards.
6. Provide electronic inspection reports for each property inspected.
7. Participate in entrance and exit conferences with Housing Authority staff.

The Contractor shall provide:

- Detailed inspection reports for each property using the NSPIRE format.
- Deficiency lists by building and unit.
- Digital photographs of identified deficiencies.
- Executive summary of findings.
- Final report in the digital format.

Inspection Areas

Inspections shall include, but not be limited to:

- Dwelling Units
- Common Areas
- Building Systems
- Site Conditions
- Health and Safety Deficiencies
- Smoke and Carbon Monoxide Alarms
- Electrical Systems
- HVAC Systems
- Plumbing Systems
- Doors, Windows, Stairs, and Handrails

Consistent with HUD NSPIRE inspection standards.

Contractor Qualifications

The Contractor shall:

- Demonstrate experience performing HUD NSPIRE inspections.
- Employ inspectors trained in NSPIRE protocols.
- Provide references from at least three public housing agencies, multifamily housing providers, or

affordable housing owners.

- Maintain all required business licenses and insurance.

Schedule

The Contractor shall:

- Complete inspections and reports by September 3, 2026, at 5pm EST

Performance Standards

The Contractor shall:

- Maintain a minimum 95% report accuracy rate.
- Provide complete documentation supporting findings.
- Meet all agreed-upon deadlines.
- Maintain confidentiality of resident information.

Pricing

Proposals should provide pricing for:

- Per-unit inspection cost, including the reports.
- Any other costs associated with the inspections are required before start of work.

Applicable Standards

All work shall comply with:

- HUD NSPIRE Standards
- HUD NSPIRE Inspection Protocol
- HUD NSPIRE Formatted Reports
- All applicable HUD regulations and notices concerning NSPIRE implementation.

The Contractor will be solely responsible for all costs incurred during the process, including, but not limited to, travel time and costs, food, lodging, postage, shipping, reproductions, and subcontracts.

Subject Sites

The subject sites are made up of 95 single family Public Housing homes. Addresses are as follows:

<u>Dorchester /Waylyn</u>	<u>GLYN TERRACE</u>
4406 SPUR ST.	5304 ALBERT ST.
2738 GORDON	5315 ALBERT ST.
2705 CRESTLINE DR.	4110 MARILYN DR.
2720 CRESTLINE DR.	4213 MARILYN DR.
2721 BUSCH AVE,	4018 OLIVIA DR.
2703 CLARKLIN DR.	5303 SMOKEY ST.
2693 LOUISE DR.	<u>AICHELE TERRACE</u>
<u>FORREST HILLS</u>	6314 BRANDT ST.
7659 CHERRYWOOD DR.	<u>ASHLEY HEIGHTS</u>
4858 FOXWOOD DR.	2804 S. OAKRIDGE CIRCLE
4823 HILLOCK AVE	2719 CASSEY STREET
7754 JADEWOOD DR.	2809 N. OAKRIDGE CIRCLE
7655 KNOLLWOOD DR.	7649 WINCHESTER ST.
7719 LINSLEY DR.	<u>WANDO WOODS</u>
7708 MENDELWOOD DR.	4731 JUNE
<u>MIDLAND PARK ROAD</u>	3890 KAREN
7023 NORTH KENWOOD DR.	4743 LYSA
7047 NORTH KENWOOD DR.	4761 LYSA
7018 SOUTH KENWOOD DR.	<u>WOODSIDE MANOR</u>
2614 HUFFMAN LANE	9784 BERRYWOOD
<u>SALAMANDER CREEK</u>	4432 CLOVEWOOD
2927 SALAMANDER DR.	4447 DONWOOD
<u>COLLEGE HEIGHTS</u>	4454 DONWOOD
8727 BUCKNELL DR.	4412 ELDERWOOD
8778 BUCKNELL DR.	4440 ELDERWOOD
8822 BUCKNELL DR.	4423 FARMWOOD
<u>HEATON PLACE</u>	4440 GARWOOD
3265 HEATON DR.	4584 GARWOOD
9911 LEVENSHALL	4508 JENWOOD
9934 LEVENSHALL	4434 KINDLEWOOD DR
<u>WEST ASHLEY</u>	4476 LOGWOOD
1627 JESSAMINE	<u>GREENPARK</u>
1929 DELMAR	1621 DOGWOOD RD.
<u>AIR HARBOR</u>	1750 DOGWOOD RD.
303 SWIFT AVE.	1988 BEECHNUT
1950 BOEING	1928 SUNNYVALE AVE.
1965 CULVER	2055 GREENPARK AVE.
2021 CULVER	2076 GREENPARK AVE.

2462 DARTER	<u>RAVENEL</u>
273 EAST SHORE LANE	6707 CADDIN
405 EAST SHORE LANE	
<u>PONDEROSA</u>	<u>JOHN'S ISLAND</u>
793 HITCHING POST RD.	3463 HOBSON
750 CARTWRIGHT DR.	3475 CYNTHIA
788 CARTWRIGHT DR.	1924 GHANA ST.
816 CARTWRIGHT DR.	1945 GHANA ST.
<u>LAWTON BLUFF</u>	3610 BARTON
1046 HARBORVIEW RD.	<u>JAMES ISLAND</u>
940 NABORS	774 QUAIL
<u>S. RIVERVIEW AREA</u>	821 DILLS BLUFF RD
931 HOOD ST.	<u>LIGHTHOUSE POINT AREA</u>
<u>LANDSDOWN</u>	673 SCHOONER RD.
1158 LANDSDOWNE DR.	<u>FARMINGTON</u>
<u>GREENCREST AREA</u>	1359 CAMP RD.
1438 FT. JOHNSON RD.	<u>WHITEHOUSE PLANTATION</u>
1517 FT. JOHNSON RD.	1273 VALLEY FORGE RD.
<u>CENTERVILLE AREA</u>	<u>JAMES ISLAND</u>
1452 KEMPER AVE.	1283 FORT LAMAR RD.
<u>QUEENSBORO AREA</u>	<u>TEAL ACRES</u>
1083 YORKTOWN DR.	1233 SEA AIRE DR.
1851 CHESHIRE DR.	1207 TEAL AVE
1819 WALSINGHAM WAY	

Professional Standards / Qualifications

The respondent must have a track record of performing similar services, experience working with Government Agencies and describe the experience and qualifications of the project team.

It is essential that the Contractor selected has the necessary knowledge, skills, and experience to implement all aspects of the work. All work is to be performed with the highest degree of professional standards, in compliance with HUD and SC Housing policies and procedures, criteria and requirements, and local and state laws.

Project Approach and Services Proposed

Respondents should provide a work plan and description of the steps that will be taken to fulfil the required services requested.

Fee Proposal

Respondents should provide a flat fee proposal for the scope of services. Fee will not be the sole basis of selection. Should the Contractor identify a need for any subsequent areas of study and/or investigation, CCHRA may issue a written Task Order to the Contractor to oversee and/or perform such study or investigation. The value of each Task Order shall be negotiated on a fixed fee basis whenever possible based upon the approved hourly rates.

Proposal Conditions

- All Proposals must be signed by a duly authorized officer, agent, or employee of the Proposer. The Proposer promises that the individual signing the Proposal document for the Proposer has the authority to bind the Proposer.
- CCHRA reserves the right to cancel this RFQ or to reject any and all proposals received in response to this RFQ. Further, CCHRA reserves the right to waive any minor informalities in any proposals received, if in the best interest of CCHRA. The determination of the selection criteria and the process whereby proposals are evaluated shall be made at the sole discretion of CCHRA.
- Changes, Clarifications, Errors, Addenda:
 - Should a prospective Proposer find a discrepancy in or omissions from the specifications or be unclear as to what the specifications mean, the Proposer shall notify CCHRA through email. The Procurement Contract Specialist will provide written clarification to all prospective Proposers. The proposer agrees that CCHRA will not be responsible for any oral instructions.
 - Clarification of Submittal: CCHRA may obtain clarification or additional information from a Proposer.
 - Changes/Alterations: Proposer may change or withdraw its Proposal at any time prior to Proposal closing date and time.
 - The Proposer must respond as required in this Proposal; failure to make any required response or provide required information may cause rejection of the Proposal as nonresponsive.
 - Once this Proposal has been signed by Proposer and officially submitted to the Purchasing Department of CCHRA, Proposer will not be allowed to alter or withdraw its Proposal except with the written permission of the Contract Officer.
 - Addenda: CCHRA may issue an addendum, or addenda, changing some aspect of the Proposal. All addenda, if any, shall be considered in making the Proposal, and such addenda shall be made a part of this Proposal. Before submitting a Proposal, it is incumbent upon each Proposer to be informed as to whether any addenda have been issued, and the failure to cover in the Proposal any such addenda may result in disqualification of that Proposal.
- CCHRA shall not permit a Proposer to withdraw its Proposal for sixty (60) days after Proposals are opened, unless CCHRA makes a specific exception in writing. Further, Proposal prices shall be firm for a minimum of six (6) months after the Proposal closing date.
- CCHRA shall not be responsible for any cost incurred by the Proposer in the preparation of its Proposal.
- If the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.
- In the case of rejection of all proposals, CCHRA reserves the right to advertise for new qualifications or to proceed to do the work otherwise if in the best interest of CCHRA.

Neither the Contractor nor employees hired by the Contractor who are awarded this contract and work directly or indirectly on the activities described in this RFQ shall do any of the following:

- Use their position for actual or apparent purpose of private gain for themselves or for another person, other than payment for services rendered; or
- Convey inside information to any person for the purpose of private gain for their or for another person, when that information has not become part of the body of public information, and would not be available upon request; or
- Engage in teaching, lecturing, or writing that is dependent upon information obtained as a result of their activities under this contract, except when that information has been made available to the general public, or will be made available upon request, or with the written authorization of CCHRA.

Proposal Submittal Requirements

Submitted proposals must be formatted according to the sequence noted below.

Section No.	Components
Section 1	Proposal Cover Sheet
Section 2	Company Information -Company overview -Experience in performing similar services -Previous experience working with federal and/or state governmental agencies -Identification of Project Team, including the point person that would be assigned to this project
Section 3	Proposed Scope of Work -Describe in detail how your firm will complete the required services -Describe specific deliverables included as part of the scope of work -Provide a timetable that includes when you would be able to start this project
Section 4	Fee Proposal (<i>Folded in sealed envelope</i>)
Section 5	Proposal Attachments
	Attachment A: Similar Projects -List of similar projects completed within the last two (2) years, including the original and actual project schedule and actual project costs
	Attachment C: References -Provide a list of at least two (2) current or recent (within the last 12 months) clients for whom you performed services of a similar nature, including their contact information
Section 6	CCHRA Exhibit Forms

BID PACKAGE CHECKLIST

Please use this checklist to ensure all required information has been included in your proposal.

- ☐ Statement of Bidder's Experience
- ☐ Business Information Form
- ☐ Non-Collusive Affidavit
- ☐ Bid
- ☐ Form HUD-5369-A - Representations, Certifications and Other Statements of Bidders
- ☐ Form HUD- Standard Form LLL Disclosure of Lobbying Activities
- ☐ Form HUD-92010 – Equal Employment Opportunity Certification
- ☐ Form HUD-2992 – Certification Regarding Debarment and Suspension

STATEMENT OF BIDDER'S EXPERIENCE

1. Name of Bidder: _____
2. Office Address: _____

3. Phone: _____
4. Email Address: _____
5. How many years have you been engaged in the current business under your present firm name? _____ Years
6. List three most recent contracts completed:
 1. Name: _____
Address: _____
Phone: _____
 2. Name: _____
Address: _____
Phone: _____
 3. Name: _____
Address: _____
Phone: _____
7. Have you ever failed to complete any work awarded to you?
_____ Yes _____ No
If yes, please explain:

8. Have you ever defaulted on a contract?
_____ Yes _____ No

If yes, please explain:

9 Number of employees: _____

10. Insurance:

Do you carry bodily injury and property damage insurance? _____

Do you carry Workers Compensation Insurance? _____

I Certify The Above Is True And Complete.

Signature _____

Date _____

I AUTHORIZE A REPRESENTATIVE OF CHARLESTON COUNTY HOUSING AND REDEVELOPEMENT AUTHORITY TO
VERIFY ALL INFORMATION SUPPLIED ON THE STATEMENT OF EXPERIENCE.

Signature _____

Date _____

BUSINESS INFORMATION FORM

In order to fulfill our obligation, we must request some information from our bidders. Please answer Yes or No to the questions provided and sign and date the form before submitting along with your bid package.

1. Is your business 51% or more owned and controlled by one (or more) of the following (please check all that apply):

- ☐ Yes ☐ No a. A resident of the project area who is on public assistance or living in public housing?
- ☐ Yes ☐ No b. Is/are the owner (or owners) of the business able to verify that their income falls into the low-income bracket defined for Charleston County (80% or less of the median income, see attached sheet)? ""
- ☐ Yes ☐ No c. A minority? Please list your ethnicity: _____
- ☐ Yes ☐ No d. A woman?
- ☐ Yes ☐ No 2. Does your company employ low-income personnel for at least 30% of its full-time permanent labor force; or employees that were on public assistance within the 3 years directly before being hired by your company? ""
- ☐ Yes ☐ No 3. If awarded this project, would you be willing to provide training and employment opportunities to disadvantaged individuals should your company have a need for additional labor to complete this project?
- ☐ Yes ☐ No 4. Would you be willing to sign a contract that requires you to disclose Information about your employees, their legal US status, and their wages?
- ☐ Yes ☐ No 5. Would you be willing to sign a contract that discloses any subcontractors you plan to employ and their legal US status and other labor data?
- ☐ Yes ☐ No 6. Are you willing to record and maintain documents from this project for a maximum of 5 years in the event of a federal audit?
- ☐ Yes ☐ No 7. Are you able to certify that your company or any of its principals is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing work for any federal, state, or local agency? Or had any contracts terminated for cause or default?
- ☐ Yes ☐ No 8. Do you or have you had any civil judgments, charges or other legal proceedings against your company or one of its principals in regard to governmental contracting?

I, _____, _____ of the business
Name Title

Name of Business

Do hereby certify that all of the answers to the above questions are true and correct.
Furthermore, I understand that I may be asked to provide documentation to confirm my answers.
If, in fact, I am awarded this project and any of my answers are found to be false, my contract will be terminated.

Date: _____ Signature: _____

SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of
- D. Apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- E. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- F. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- G. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Note*Refer to 24 CFR Part 135 for all the requirements related to Section 3.

NON-COLLUSIVE AFFIDAVIT

State of: _____

County of: _____

_____, b e i n g first duly sworn, deposes

and says: That he/she is _____ of
(title)

(company)

(A partner or officer of the firm of, etc.), the party making the foregoing proposal or bid; 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 fix the bid price of affiant or of any other bidder, or to fix overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the housing authority, or any person interested in the proposed contract; and that all statements in said Proposal or Bid are true.

(Signature of Bidder, if Bidder is an individual)

(Signature of Bidder, if Bidder is a Partnership)

(Signature of Bidder, if Bidder is a Corporation)

Notary:

Subscribed and sworn to before me this _____ Day of _____

(Notary Public)

My Commission Expires: _____

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer 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 HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (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 U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, 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 offer, 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, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, 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, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

(h) If this solicitation is a request for proposals, proposals 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 award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**U.S. Department of Housing
and Urban Development**

Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders
Public and Indian Housing Programs**

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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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)

Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4116, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

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

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

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

Instructions for Certification (A)

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

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

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

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

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

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

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

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

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

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

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

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

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower tier covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title