

REQUEST FOR QUALIFICATIONS

SINGLE FAMILY HOUSING REHABILITATION

RFQ #269-HSG13



**THE CITY OF CHARLOTTE
NORTH CAROLINA**

January 31, 2023

REQUEST FOR QUALIFICATIONS
RFQ # 269-HSG13
Single Family Housing Acquisition, Rehabilitation and Resell

January 31, 2023

Dear Service Provider:

The City of Charlotte ("City") is now accepting responses ("Responses") for a Service Provider, or Service Providers, to rehabilitate single family housing units of qualified low and moderate-income households. The requirements for submitting a response are stated in the attached Request for Qualifications ("RFQ"). Please review them carefully.

All Service Providers are requested to return a completed RFQ Acknowledgment Form (see Section 6, Form 1) by the date stated in the schedule in Section 2.1 of this RFQ. An electronic copy of the RFQ in Microsoft Word format may be obtained by contacting Warren Wooten at warren.wooten@charlottenc.gov.

All Responses are due to the City's Department of Housing & Neighborhood Services, 600 East Trade Street, Charlotte NC 28202, no later than **February 24, 2023 at 5:00 p.m.**

Each Service Provider should submit one (1) Electronic copy of the Response on a flash drive in a searchable format such as MS Word or Adobe Acrobat and one (1) Unbound original Response signed by a Service Provider official authorized to make a legal and binding offer.

Responses must be submitted in a sealed box or opaque envelope plainly marked with the RFQ number and service description as follows:

Request for Qualifications

Attention: Diane Adams

Submitted by: [Insert Company's Name]

Single Family Housing Rehabilitation

RFQ # 269-HSG13

Questions must be directed to Diane Adams, Housing Services, at diane.adams@charlottenc.gov, per the enclosed instructions in Section 2.3. The City is an equal opportunity purchaser.

Sincerely,

City of Charlotte
Department of Housing & Neighborhood Services
cc: City Procurement

Checklist for submitting a Statement of Qualifications:

Please provide the items on this checklist.

Step 1- Email a completed **Form 1 in Section 6** to the number or email address listed on the sheet.

Steps 2- If you have any questions send them before the deadline listed in **Section 2.3**.

Statement of Qualifications Copies

- ☐ 1 Copy on flash drive
- ☐ 1 Hard copy marked "Original"

Statement of Qualifications Format-Responses should be formatted as follows:

- ☐ Cover Letter per **Section 4.1.1**
- ☐ Qualifications per **Section 4.1.2**
- ☐ **Section 6, Form 1 "Request for Qualifications Acknowledgement"**
- ☐ **Section 6, Form 2 "Addenda Receipt Confirmation"**
- ☐ **Section 6, Form 3 "Statement of Qualifications Submission"**
- ☐ **Section 6, Form 4 "Service Provider's Background and Experience"**
- ☐ **Section 6, Form 5 "City E-Verify Certification"**

Federal Forms

- ☐ Sign and include the **Section 3 Subcontractor/Supplier Commitment (Form 6)**.
- ☐ Sign and include the **Commercial Non-Discrimination Certification (Form 7)**.
- ☐ Sign and include the **Drug Free Workplace Certification (Form 8)**.
- ☐ Sign and include the **Federal Certifications (Form 9)**

The above is all that is required to be provided with the Response, however, you may be requested to provide financial information about your company during the Response evaluation process and prior to contract award. If awarded a contract, you will have to submit an insurance certificate and proof of a Charlotte business license. You will also have to register as a vendor with the City of Charlotte as instructed in Section 3, Part G of the RFQ.

It is the Service Provider's responsibility to check www.ips.state.nc.us for any addenda or changes to this Project. Search for bid # 269-HSG13 to find if any documents or changes have been posted.

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Section 1

Introduction and General Information

1. INTRODUCTION.

1.1. Problem Statement

The City desires to preserve single-family homes to facilitate aging in place and protect existing city housing stock through housing rehabilitation. Housing rehabilitation entails evaluating, developing a scope of work, bidding, and overseeing work to bring homes into compliance with minimum housing code requirements, reduce safety hazards and improve energy efficiency. The City provides housing rehabilitation programs that allow up to \$50,000 in hard costs.

The City seeks to contract housing rehabilitation project management activities to outside agencies. Proposals will only be accepted from agencies possessing a 501C3 not-for-profit status. Agencies selected in this procurement process will be considered sub-recipients of federal funding.

1.2. Objective

The objective of this RFQ is to solicit Responses and select one or more Service Providers to assist the City in providing services that preserve, invest in and support neighborhoods. The City will select a Provider or Providers that best meet the City's needs.

1.3. Definitions

As used in this RFQ, the following terms shall have the meanings set forth below:

| | |
|------------------------------|---|
| <i>AMI:</i> | Abbreviation for Area Median Income. |
| <i>City:</i> | Refers to the City of Charlotte, North Carolina. |
| <i>Company:</i> | Refers to a Service Provider that has been selected by the City to provide the Services required by this RFQ. |
| <i>Contract:</i> | Refers to a written Contract executed by the City and Service Provider for all or part of the services covered by this RFQ. |
| <i>Department:</i> | Refers to a department within the City of Charlotte. |
| <i>Evaluation Committee:</i> | Refers to a committee, as established by the City, responsible for determining the best Service Provider or Providers for the services described in this RFQ. |
| <i>Process:</i> | Refers to the procurement process to choose a Service Provider or Providers to rehabilitate single family housing units. |
| <i>Services:</i> | Refers to the rehabilitation of single- family housing units resulting from this RFQ. |
| <i>RFQ</i> | |
| <i>Service Provider:</i> | Refers to a Service Provider that has interest in providing the Services required by this RFQ. |
| <i>Response:</i> | Refers to the Statement of Qualifications submitted by a Service Provider for the Services as outlined in this RFQ. |

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1.4. Accuracy of RFQ and Related Documents.

The City does not assume responsibility for conclusions or interpretations derived from the information presented in this RFQ, or otherwise distributed or made available during this procurement process. In addition, the City will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFQ or any documents provided by the City other than those provided by the City through the issuance of an addenda. In no event may a Service Provider rely on any oral statement by the City or their agents or advisors.

Should a Service Provider find discrepancies or omissions in this RFQ or any other documents provided by the City, the Service Provider should immediately notify the City of such potential discrepancy in writing, and a written addendum may be issued if the City determines clarification necessary. Each Service Provider requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in Section 2 of this RFQ.

1.5. City's Rights and Options.

The City reserves the following rights, which may be exercised at their sole discretion:

- 1.5.1. To supplement, amend, substitute or otherwise modify this RFQ at any time;
- 1.5.2. To cancel this RFQ with or without the substitution of another RFQ;
- 1.5.3. To take any action affecting this RFQ, this RFQ process, or the Services or facilities subject to this RFQ that would be in the best interest of the City;
- 1.5.4. To issue additional requests for information or require one or more Service Providers to supplement, clarify or provide additional information for the City to evaluate the Responses submitted;
- 1.5.5. To conduct investigations with respect to the qualifications and experience of each Service Provider;
- 1.5.6. To waive any defect or irregularity in any response received;
- 1.5.7. To reject any or all Responses;
- 1.5.8. To share the Responses with City employees other than the Evaluation Committee or City advisory committees as deemed necessary;
- 1.5.9. To award all, none, or any part of the Services that is in the best interest of the City, with one or more of the Service Providers responding, which may be done with or without re-solicitation;
- 1.5.10. To discuss and negotiate with selected Service Provider(s) any terms and conditions in the Responses including but not limited to financial terms; and
- 1.5.11. To enter into any Contract deemed by the City to be in the best interest of the City, with one or more of the Service Providers responding.

1.6. Expense of Submittal Preparation.

The City accepts no liability for the costs and expenses incurred by the Service Providers in responding to this RFQ, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for

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Introduction and General Information

the contract approval process. Each Service Provider that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that the Service Provider cannot make any claims whatsoever for reimbursement from the City for the costs and expenses associated with the procurement process.

1.7. Response Conditions.

The following terms are applicable to this RFQ and the Service Provider's response.

1.7.1. RFQ Not An Offer.

This RFQ does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Service Provider execute a Contract. No recommendations or conclusions from this RFQ process concerning the Service Provider shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

1.7.2. Right to Terminate Discussions.

The Service Provider's participation in this process might result in the City selecting the Service Provider to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the City to execute a Contract or to continue discussions. The City can terminate discussions at any time and for any reason.

1.7.3. Requirement for Representation as to Accuracy and Completeness of response.

Each Service Provider shall make the following representations and warranty in its response Cover Letter, the falsity of which might result in rejection of its response: "The information contained in this Response or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts."

1.7.4. Trade Secrets/Confidentiality.

Upon receipt at the Procurement Management Division, your Response is considered a public record except for material that qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et seq. including Personal Identification information to include, but not be limited to, social security numbers, bank account numbers, and driver's license numbers. After the response due date, the City's Evaluation Committee, as well as other City staff and members of the public who submit public records requests will review the response.

The public disclosure of the contents of each Service Provider Response submitted in response to this RFQ is governed by Chapter 132 and 66-152 et seq. of the General Statutes of North Carolina. If any response contains trade secret information as defined by Chapter 66-152 et seq. of the General Statutes of North Carolina, such trade secret information should be specifically and clearly identified in accordance with this Section 1.6.4.

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To properly designate material as trade secret under these circumstances, each Service Provider must take the following precautions: (a) any trade secrets submitted by a Service Provider should be submitted in a separate, sealed envelope and on separate CD or flash drive for electronic files, marked “Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Statement of Qualifications,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope and on each page of the electronic file.

In submitting a response, each Service Provider agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Furthermore, each Service Provider agrees to indemnify and hold harmless the City and each of their officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Service Provider has designated as a trade secret. **Any Service Provider that designates its entire Response as a trade secret may be disqualified.**

1.7.5. Prohibited Discrimination.

The City is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. For purposes of this section, Prohibited Discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, Prohibited Discrimination also includes retaliating against any person, business or other entity for reporting any incident of Prohibited Discrimination. It is understood and agreed that not only is Prohibited Discrimination improper for legal and moral reasons, Prohibited Discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the City and others. As a condition of entering into any Contract, the Service Provider shall represent, warrant and agree that it does not and will not engage in or condone Prohibited Discrimination. Without limiting any rights the City may have at law or under any other provision of any Contract, it is understood and agreed that a violation of this provision constitutes grounds for the City to terminate any such Contract.

1.7.6. Statutory Requirements.

Any Contract awarded as a result of this RFQ and any subsequent solicitation process shall fully conform to all statutory requirements of North Carolina and all statutory requirements of the federal government, to the extent applicable.

1.7.7. Reservation of Right to Change Schedule.

The City shall ultimately determine the timing and sequence of events resulting from this RFQ. The City reserves the right to delay the closing date and time for any phase if City staff believe that an extension will be in the best interest of the City.

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- 1.7.8. Reservation of Right to Amend RFQ.
The City reserves the right to amend this RFQ at any time during the process, if it believes that doing so is in the best interests of the City. Any addenda will be posted to the Internet at www.ips.state.nc.us, RFQ# 269-HSG13. Service Providers are required to acknowledge their receipt of each addendum by including the Addenda Receipt Confirmation Form set forth in Section 6, Form 2 with their response.
- 1.7.9. Additional Evidence of Ability.
Service Providers shall be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to request such information at any time during the Response evaluation period for this RFQ.
- 1.7.10. No Collusion or Conflict of Interest
By responding to this RFQ, the Service Provider shall be deemed to have represented and warranted that the response is not made in connection with any competing Service Provider submitting a separate response to this RFQ and is in all respects fair and without collusion or fraud.
- 1.7.11. Charlotte Business INClusion Program.
On April 8, 2013 the City adopted a new program that is structured to maximize opportunities for City of Charlotte Certified Small Business Enterprises (SBEs) and Minority and Women Enterprises (MWBs) that have been certified by the State's Historically Underutilized Business Office. MWSBEs shall have the maximum opportunity to compete for and participate in the performance of contracts issued on behalf of the City. The City further requires that its Service Providers agree to take all the necessary and responsible steps to ensure that MWSBEs have the maximum opportunity to participate as subcontractors for contracts issued by the City.
- 1.7.12. Subcontracting.
The Service Provider given contract award shall be the prime Service Provider and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Service Provider shall remain the prime Service Provider and will assume all responsibility for the performance of the services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.
- 1.7.13. Equal Opportunity.
The City has an equal opportunity purchasing policy and seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Service Provider regardless of race, color, religion, age, sex, and national origin or disability.
- 1.7.14. Use of City's Name.
No advertising, sales promotion or other materials of the Service Provider or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.

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- 1.7.15. **Withdrawal for Modification of Responses.**
Service Providers may change or withdraw their Responses at any time prior to the response due date; however, no oral modifications will be allowed. Only a formal written request for modifications or corrections of a previously submitted response, which is addressed in the same manner as the response and received by Procurement Management prior to the scheduled deadline for receipt of Responses, will be accepted. The response, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope, which is plainly marked “Modifications to Response.”
- 1.7.16. **No Bribery.**
In submitting a response to this RFQ, each Service Provider certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.
- 1.7.17. **Fair Trade Certifications.**
By submission of a Response, the Service Provider certifies that in connection with this procurement:
- The prices have been arrived at independently, without consultation, communication, or contract, for the purpose of restricting competition, as to any matter relating to such prices with anyone;
 - Unless otherwise required by law, the prices which have been quoted in its response have not been knowingly disclosed by the Service Provider and will not knowingly be disclosed by the Service Provider prior to opening; and
 - No attempt has been made or will be made by the Service Provider to induce any other person or firm to submit or not to submit a response for restricting competition.
- 1.7.18. **Clarification of Ambiguities.**
Any Service Provider believing that there is any ambiguity, inconsistency or error in this RFQ shall promptly notify the City in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim for ambiguity, inconsistency or error.
- 1.7.19. **Service Providers’ Obligation to Fully Inform Themselves.**
Service Providers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFQ before submitting Responses. Failure to do so will be at the Service Provider’s own risk.
- 1.7.20. **Disclaimer.**
Each Service Provider must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City .

Section 2 Procurement Process

2. PROCUREMENT PROCESS.

This section contains information about the procurement process for this Project.

2.1. Schedule and Process.

The following chart shows the schedule of events to prepare the Service Provider's response. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

| DATE | EVENT |
|---------------------------------------|--|
| January 31, 2023 | <i>Issuance of RFQ.</i> The City issues this RFQ. |
| February 10, 2023 | <i>Request for Qualifications Acknowledgement.</i> Service Providers who intend to submit a response are requested to submit the RFQ Acknowledgement Form by this date to the fax number or email address listed in Section 2.3. |
| February 17, 2023 | <i>Submission of Written Questions.</i> Service Providers are permitted to submit written questions, but only for purposes of clarifying this RFQ. All submissions must be faxed or preferably e-mailed to Diane Adams at the address and number listed in Section 2.3. Questions are due by 5 p.m. on February 17, 2023. |
| February 24, 2023 | <i>Response Submission.</i> Responses are due by 5 p.m. on February 24, 2023 at Old City Hall, 600 E. Trade Street. |
| February 24, 2023 – March 31, 2023 | <i>Evaluation & Negotiation of Pricing with Qualified Service Provider(s).</i> |
| April 2023 | <i>Contract Award.</i> (Council approval as needed) and services commence. |

2.2. Intent to Submit Qualifications.

Please acknowledge receipt of this RFQ via email to diane.adams@charlottenc.gov using the RFQ Acknowledgement Form located in Section 7, Form 1. Complete the form in its entirety advising the City of your firm's intention to submit or not submit a response.

2.3. Interpretations and Addenda.

No interpretation or clarification of the meaning of any part of this RFQ will be made orally to any Service Provider. Service Providers must request such interpretations or clarifications in writing from the City. Address requests for information or clarification of this RFQ to Warren Wooten at the e-mail address listed below. When submitting questions, please reference the RFQ page and topic number. In order for questions to be addressed, they must be submitted no later than **5 p.m. on February 17, 2023.** Questions received from Service Providers will be forwarded as received to subject matter experts at the City and answers will be provided in RFQ addenda.

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In the case of questions not submitted by the deadline, City staff will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the response due date. When responding to Service Provider questions or issuing addenda to the RFQ, the answer or information will be posted to the Internet at www.ips.state.nc.us, solicitation # 269-HSG13.

The City reserves the right to disqualify any Service Provider who contacts a City official, employee, or agent concerning this RFQ other than in accordance with this section. Nothing in this section shall prohibit the City from conducting discussions with Service Providers after the response due date.

The City's Contact is:

Diane Adams

Neighborhood & Housing Services

600 E. Trade Street

Charlotte NC, 28202

diane.adams@charlottenc.gov

2.4. Submission of Responses.

Responses shall be submitted to the address listed in Section 2.3 above by **February 24, 2023 no later than 5 p.m.** Submit one (1) electronic copy of the response on a flash drive in a searchable format such as MS Word or Adobe Acrobat and one (1) unbound original response signed in ink by a Service Provider official authorized to make a legal and binding offer

The "original" Response shall be complete and unabridged and shall not refer to any other copy of the signed/sealed original for any references, clarifications, or additional information.

Responses must be submitted in a sealed box or opaque envelope marked with the RFQ number and service description. When received, Responses and supporting materials, as well as correspondence relating to this RFQ, shall become the property of the City. **Responses sent by fax or email will not be accepted.**

Do not arrive at the City offices on the response due date for the purposes of reviewing your competitor's Responses. The Responses will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved.

2.5. Correction of Errors.

The person signing the Response must initial erasures or other corrections in the response. The Service Provider further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in their sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

2.6. Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with any Service Provider. Discussions might be held with individual Service Providers to determine in greater detail the Service Provider's qualifications, to explore with the Service Provider the scope and nature of the required contractual Services, to learn the Service Provider's

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Procurement Process

proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may at its discretion require one or more Service Providers to make presentations to their Evaluation Committee or appear before the City or its representatives for an interview. During such interview, the Service Provider may be required to orally and otherwise present its response and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Service Providers will be notified in advance of the time and format of such meetings.

Section 3

Overview of Services

3. OVERVIEW OF SERVICES

A. General Overview.

The purpose of this RFQ is to identify a Service Provider or Providers with the ability to quickly deploy funding to preserve single-family housing units in rapidly changing neighborhoods and other neighborhoods where such preservation would be appropriate. The proposed approach includes:

- Partnering with the City to leverage City resources and quickly invest in neighborhoods. The selected Partner(s) will, at the direction of the City, repair single family homes of low- and moderate-income owners or those providing housing to low- and moderate income renters.

B. Scope of Work

The City will reimburse agencies for properly procured and pre-approved expenses including the hard and soft costs necessary to bring homes into compliance with City rehabilitation standards that include Chapter 11 of the Code of Ordinances for the City of Charlotte. Eligible expenses include:

- Feasibility evaluation
- Scope development and write-up
- Project management
- Properly procured construction costs and/or materials required to complete the scope of work
- Direct hourly staff labor expenses directly attributed to a particular unit
- Properly procured contracted expenses from licensed trades.
- Other costs such as temporary restrooms, on site storage or other related costs approved by the City.

Required Form Twelve contains requests for fixed price for items listed, per hard cost of each job.

| | Construction Cost up to \$10,000 | \$10,001 – 25,000 | Over \$25,000 |
|------------------------|----------------------------------|-------------------|---------------|
| Feasibility Evaluation | | | |
| Scope Development | | | |
| Project Management | | | |

Provide a schedule of all job classifications with hourly rates that the agency plans to direct bill for construction activities (excluding the above fixed prices).

All work will be pre-approved by the City to ensure competitive pricing. All trades shall be competitively bid.

Actual cost of construction oversight, subcontractors, materials and labor will be negotiated and approved prior to each job approval.

C. Process

Execute Contracts – The City, through this RFQ, will identify the Service Provider or Providers for the effective utilization of funds and enter into a contract or contracts that provide funding for the rehabilitation of single-family homes. Funding will be secured by a deed of trust to the City. The contracts will also stipulate that the City must preapprove each scope of work the Service Provider prepares.

Identify Units – The City will identify units to be rehabilitated through the program.

Property Rehabilitation –The Service Provider will establish a thorough rehabilitation estimate. The

Section 3

Overview of Services

Service Provider will complete the rehabilitation of the property per the scope authorized by the City. Change orders will be reviewed and approved by the City. City staff will monitor each unit to ensure the rehabilitation meets City standards and addresses all minimum housing code violations.

D. Deliverables

The City will provide federal funding to complete the housing rehabilitation. The City has a goal to bring no less than 20 units to completion in the next calendar year.

E. Term

The City's standard terms and conditions will apply.

F. Fee Schedule

The City is not requesting comprehensive pricing for completion of the project at this time. Pricing will be solicited or negotiated after Service Providers are selected through this RFQ process. Fixed fee pricing for project management, feasibility and scope development are required on Section 6 Required Form 12.

G. City Contract Requirements

The City shall enter into a Contract or Contracts written by the City with the successful Service Providers. These contract terms shall form the basis for any contract established between the City and the Service Provider. Notwithstanding the foregoing, the City reserves the right to change the proposed contractual terms and conditions prior to or during contract negotiations if it is in the City's best interest to do so.

H. Vendor Registration.

The City appreciates the opportunity to provide information regarding procurement protocols. The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Service Providers.

Use the link below to register as a vendor with the City. Vendor registration provides the City with baseline information for a Service Provider including location, contact and demographic information, as well as areas of expertise with specific commodity or service descriptions. There is also opportunity to complete any applicable certifications to establish the company as a Small Business Enterprise. The link below may be used to complete the registration online with the City.

<https://charlottenc.gov/DoingBusiness/Pages/vendors.aspx>

Section 4

Response Format and Service Provider Qualifications

4. STATEMENT OF QUALIFICATIONS FORMAT AND SERVICE PROVIDER QUALIFICATIONS.

The City desires all Responses to be identical in format to facilitate comparison. While the City's format may represent departure from the Service Provider's preference, the City requires strict adherence to the format. The response will be in the format described below:

- a. Cover letter;
- b. Response to Qualifications Criteria as requested in Section 4.1, Form 1;
- c. Required Forms including:
 - "Addenda Receipt Confirmation" set forth in Section 6, Form 2;
 - "Statement of Qualifications Submission" set forth in Section 6, Form 3;
 - "Service Provider's Background and Experience" set forth in Section 6, Form 4;
 - "City E-Verify Certification" set forth in Section 6, Form 5.
 - "Section 3 Subcontractor/Supplier Commitment" as set forth in section 6, Form 6
 - "Commercial Non-Discrimination Certification" as set forth in section 6, Form 7
 - "Drug Free Workplace Certification" as set forth in section 6, Form 8
 - "Federal Certifications" as set forth in section 6, Form 9
 - "Debarment, Suspension and Other Certificate" as set forth in section 6, Form 10
 - "Federal Terms" as set forth in section 6, Form 11
 - "Fixed Pricing and Schedule of Fees" as set forth in section 6, Form 12

Responses are to be compatible with the City's in-house office paper program and waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Responses shall be 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies must be printed double-sided.
- All Responses are printed on recycled paper (at least 10% post-consumer recovered material and at least 30% total recovered material), and indicate this information accordingly on the response.
- Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as three ring binders, plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Glued materials, paper clips, and staples are acceptable; and
- Materials must be submitted in a format that allows for easy removal and recycling.

Responses must also include a flash drive including the entire response in a searchable format such as MS Word or Adobe Acrobat.

Service Providers are required to organize the information requested in this RFQ in accordance with the format outlined. Failure of the Service Provider to organize the information required by this RFQ as outlined may result in the City, at its sole discretion, deeming the Response non-responsive to the requirements of this RFQ. The Service Provider, however, may reduce the repetition of identical information within several sections of the response by making the appropriate cross- references to other sections of the Response. Appendices for certain technical or financial information may be used to facilitate Response preparation.

4.1. Response Content

4.1.1. Cover Letter.

The Response must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider. The cover letter shall provide the name, address, telephone and facsimile numbers of the Service Provider along with the name, title, address,

Response Format and Service Provider Qualifications

telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Service Provider's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

4.1.2. Qualifications.

Given the purpose of this project and City's goals as stated in this RFQ, provide a response to the following qualification criteria.

4.1.2.1. Understanding of the Project.

Include a summary of your understanding of the challenge the need for affordable housing units and relative conditions in Charlotte's older neighborhoods.

- Are there available lessons learned from other projects? Please detail available lessons learned, if applicable, from other projects.
- Include a summary of your organization's understanding of the challenges and operational, financial, and geographic alternatives for this approach.

The City will evaluate the Service Provider's proximity to or familiarity with the specific /challenge/project. Specifically, the City will evaluate whether your firm shows specific understanding and familiarity with the requirements of this project and how to address them.

4.1.2.2. Process.

What steps will your organization take to ensure that the provision of Services runs smoothly?

- Provide a summary of a typical project and schedule for the work.
- Can your organization perform the work, with the appropriate resources, and in an appropriate timeframe?
- Please provide a typical timeline or project plan to complete a housing unit and applicable resumes and professional qualifications of all key proposed personnel.

4.1.2.3. Methodology Utilized.

What approach will your organization utilize to select and assess potential units? Will you utilize a particular strategy or model to perform the work? What assumptions do you make in assessing units?

4.1.2.4. Specialized Competence and Experience.

- Please complete Required Form 4, Service Provider's Background and Experience.
- Please provide any additional detail to describe factors that make your company ideally or uniquely suited to perform the Services.

4.1.2.5. Past Record of Performance

Provide information about your organization's completion of similar projects in the past. Describe the types of housing units, the acquisition process, how rehabilitation was accomplished and by whom, and the resell or disposal process. List all partners, rolls and responsibilities and describe the financial design of the projects. This information may be entered on Section 6, Form 5.

Response Format and Service Provider Qualifications

4.1.2.6. Capability and Capacity to Perform.

Provide a summary of the capacity of your organization, proposed partners and various roles. What resources would be dedicated to this effort? Estimate the maximum number of units your team could acquire, rehab and resell within a calendar year.

4.1.2.7. Risk Management.

Describe the risks associated with this project. What contingencies have been built in to mitigate those risks?

4.1.2.8. Fee Schedule.

The City is not requesting pricing for completion of this project at this time. Pricing will be negotiated after Service Providers are selected through this RFQ process.

4.1.3. Required Forms.

To be deemed responsive to this RFQ, Service Providers must complete in detail, all response Forms listed on page 21 in this Section 4, section c, Required Forms.

Section 5

Evaluation Criteria

5. EVALUATION CRITERIA.

Responses will be evaluated based on the Service Provider's ability to meet the performance requirements of this RFQ. This section provides a description of the evaluation criteria that will be used to evaluate the Responses. To be deemed responsive, it is important for the Service Provider to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFQ. The Service Provider's response will be the primary source of information used in the evaluation process. Responses must contain information specifically related to the proposed Services and requested herein. Failure of any Service Provider to submit information requested may result in the elimination of the response from further evaluation.

Responses will be assessed to determine the most comprehensive, competitive and best value solution for the City based on, but not limited to, the criteria below. The City reserves the right to modify the evaluation criteria or waive portions thereof. Responses will be evaluated on the following major categories:

- a. Qualifications, Experience and Approach; and
- b. Scheduling.

5.1. Qualifications, Experience and Approach.

Service Providers will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience, staffing and approach. The evaluation will include review of the Service Provider's past work and the feasibility of the Service Provider's approach for the provision of the requested services. Preference will be shown for Service Providers that have familiarity with and completed work in the Charlotte market.

5.2. Scheduling

Service Providers are requested to inform the City regarding their availability to perform the Services. The City has set a goal of completing no less than 20 units within one calendar year.

Section 6

Federal Requirements

6.1. Drug Free Workplace

The Service Provider shall provide a drug-free workplace during the performance of the contract. This obligation is met by:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Service Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Service Provider's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- c. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Developer of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- d. Notifying the City within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Service Provider's drug-free awareness program or other restrictions;
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- f. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- g. Requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions above.

If the Service Provider is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

Failure to comply with the above drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination or debarment.

6.2. Background Checks

The City may conduct its own background checks on principals of the Service Provider as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

6.3. Commercial Non-Discrimination Policy

As a condition of entering into this Contract, the Service Provider represents and warrants that it will fully comply with the City's commercial non-discrimination policy, as described in section 2, article V of the City Code, and consents to be bound by the award of any arbitration conducted there-under. As part of such compliance, the Service Provider shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall the Service Provider retaliate against any person or entity for reporting

Section 6

Federal Requirements

instances of such discrimination. The Service Provider shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Service Provider understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Service Provider from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Service Provider agrees to:

- a. Promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and
- b. If requested, provide to the City within sixty {60} days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Service Provider has used on City contracts in the past five years, including the total dollar amount paid by Service Provider on each subcontract or supply contract. The Service Provider further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's commercial non-discrimination policy as set forth in section 2, article V of the City Code, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such policy. The Service Provider understands and agrees that violation of this clause shall be considered a material breach of this agreement and may result in Contract termination, disqualification of the Service Provider from participating in City contracts and other sanctions.

6.4. Federal Contracting

The work to be performed under this contract will be financed in whole or in part with federal funding. As such, federal laws, regulations, policies, and related administrative practices apply to this contract. The most recent of such federal requirements, including any amendments made after the execution of this contract shall govern this contract, unless the federal government determines otherwise. This Section identifies the federal requirements that may be applicable to this contract. The successful Service Provider awarded the contract is responsible for complying with all applicable provisions.

To the extent applicable, any certifications and contractual provisions required by any federal statutes or regulations to be included in this Contract, are deemed incorporated into this Contract by reference and shall be incorporated into any subcontract executed by the Service Provider pursuant to its obligations under this contract. The Service Provider and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable federal, state and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the work to be performed under this contract.

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Federal Requirements

6.4.1 Energy Conservation

The Service Provider agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, et.

6.4.2 Clean Water

The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et. The Service Provider agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

6.4.3 Clean Air

The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et §.lill. The Service Provider agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

6.4.4 Access to Records and Reports

The Service Provider agrees to provide the City, the HUD Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Service Provider which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

a)The Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

b)The Service Provider agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Service Provider agrees to maintain same until all such litigation, appeals, claims or exceptions related thereto have been disposed.

6.4.5 Federal Changes

The Service Provider shall at all times comply with all applicable HUD regulations, policies, procedures and directives, including without limitation those listed directly or by reference between the City and HUD, as they may be amended or promulgated from time to time during the term of this contract. The Service Provider's failure to so comply shall constitute a material breach of this contract.

6.4.6 Government-Wide Debarment and Suspension (Non-Procurement)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Service Provider is required to verify that it, nor its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) is excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Service Provider is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction in whichit

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Federal Requirements

enters. By signing and submitting its bid or Proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6.4.7 Privacy Act

The following requirements apply to the Service Provider and its employees that administer any system of records on behalf of the Federal Government under any contract:

- a. The Service Provider agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552(a). The Service Provider agrees to obtain the express consent of the federal government before the Service Provider or its employees operate a system of records on behalf of the federal government. The Service Provider understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- b. The Service Provider also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by FTA.

6.4.8 Federal Funding Accountability and Transparency Act (FFATA) of 2006

FFATA requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all federal spending awards. The FFTA Sub-Award Reporting System is the reporting tool federal prime awardees use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet FFATA reporting requirements. Service Providers must comply with the reporting requirements of 2 CFR Subtitle A, Chapter 1, Part 25.

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6.4.9 Incorporation of HUD Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by HUD, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by HUD are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all HUD-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Service Provider shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the HUD terms and conditions.

6.4.10 HUD Section 135.38 Section 3 Clause

- a) The Services to be performed under this Contract are 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 of the Housing and Urban Development Act of 1968 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 Service Provider agrees to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by execution of any Contract as a result of this RFP, the Service Provider shall be required to certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - . The Service Provider agrees to send to each labor organization or representative of workers with which the Service Provider has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Service Provider'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 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.
- c) The Service Provider 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 Service Provider will not subcontract with any subcontractor where the Service Provider has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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- e) The Service Provider will certify that any vacant employment positions, including training positions, that are filled (1) after the Service Provider 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 Service Provider's obligations under 24 CFR Part 135.
- f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of the Contract for default, and debarment or suspension from future HUD assisted contracts.
- g) 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 Services to be performed under the Contract. Section 7(b) requires that 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 the 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).

6.4.11 Section 3 Compliance

6.4.11.1 Section 3 Utilization Strategy

In order to receive the maximum points, you must submit a feasible Section 3 utilization strategy that must be kept on file by the respondent, and should include innovative and creative approaches to providing economic opportunities for Section 3 residents and Section 3 business concerns. The strategy should address the plan for meeting the Section 3 minimum numeric goals for employment and contracting opportunities found at 24 CFR Part 135.30:

Facilitation of Training & Employment

Types and amounts of employment and training opportunities for Section 3 residents to be generated as a result of proposed project activities; i.e., apprenticeships and internships, clerical, administrative, management, and professional positions.

Coordination of Compliance with Sub Contractors

Specific actions that will be taken to ensure that Section 3 business concerns will be given priority consideration for contracting opportunities in accordance with 24 CFR Part 135.34 and Part 135.36.

Outreach and Marketing

Process to be used for notifying Section 3 residents and business concerns about the availability of training, employment, and contracting opportunities.

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A list of certified Section 3 firms can be found at: <http://www.cha-nc.org/business/section3.asp>.

6.4.11.2 Section 3 Economic Opportunities

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, is to "ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons."

The contract award shall be made to the responsible firm (either Section 3 or non-Section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

A determination of the proposer's responsibility will include the submission of an acceptable Section 3 utilization strategy for meeting the Section 3 numeric goals found in 24 CFR Part 135.30. The bid should demonstrate a feasible strategy for directing training, employment and contracting opportunities generated by the expenditure of covered financial assistance, to Section 3 residents and Section 3 business concerns.

6.4.11.3 Section 3 Numerical Goals

It is **HUD** policy to achieve Section 3 goals through the following means:

Hiring

At least 30% of the aggregate number of full-time new hires must be Section 3 residents, with a preference for residents at the development where the work is being performed. A Section 3 resident is a public housing resident or an individual who resides in the metropolitan area or non-metropolitan county in which the assistance is expended and who is considered to be a low or very-low income person.

Contracts

At least 3% of the total dollar amount of all Section 3 covered contracts. A Section 3 business concern is one: (a) that is fifty-one (51%) percent or more owned by Section 3 residents; or (b) whose permanent, full-time employees includes persons, at least 30 percent of whom are current Section 3 residents, or were Section 3 residents within three (3) years of the date of first employment with the business concern; or (c) that provides evidence of a commitment to subcontract at least 25 percent (25%) of the amount from to Section 3 business concerns.

6.4.11.4 Examples of Outreach & Marketing

Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information

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about the application process) to every occupied dwelling unit in the housing development or developments. Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments, and community organizations in HUD assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled. Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

6.4.11.5 Examples of Training and Employment

- a. Establishing training programs, which are consistent with the requirements of the Department of Labor.
- b. Sponsoring a job informational meeting at a location in the housing development or developments. Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments. Arranging for a location in the housing development or developments where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- c. Consulting with State and local agencies administering training programs funded through WIA, Joblinks, JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the contractor's training and employment positions. Entering into "first source" hiring agreements with organizations representing Section 3 residents. Sponsoring a HUD-certified "Step-Up" employment and training program for Section 3 residents.
- d. Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns identified in part 135), that will undertake the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the contractor intends to fill.
- e. Undertaking job counseling, education and related programs in association with local educational institutions. Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
- f. After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.

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6.4.11.6 Examples of Efforts to Award Contracts to Section 3 Business Concerns

- a. Contacting business assistance agencies, minority contractor's associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
- b. Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development.
- c. Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals. Advertising the contracting opportunities electronically, through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- d. Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- e. Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- f. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns. Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
7. Establishing or sponsoring programs designed to assist residents of public housing in the creation and development of resident-owned businesses. Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
8. Actively supporting joint ventures with Section 3 business concerns and the development or maintenance of business incubators which assist Section 3 business concerns.

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Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

END OF SECTION

Section 7
Required Forms – Form 1

REQUIRED FORM 1 - REQUEST FOR QUALIFICATIONS ACKNOWLEDGEMENT

The Service Provider hereby certifies receipt of the Request for Qualifications for City of Charlotte, North Carolina RFQ #269-HSG13, Housing Rehabilitation. This form should be completed upon receipt of the City's Request for Qualifications and emailed in time for the City to receive it by or before **February 10, 2023**.

Please email the completed Request for Qualifications Acknowledgement Form to the attention of:

Diane Adams
Housing Services
diane.adams@charlottenc.gov

Date: _____

Authorized Signature: _____

Title: _____

Service Provider Name: _____

Contact Name: _____

Contact E-mail address: _____

Please check the appropriate space below and provide the requested information:

☐ **We plan to submit a Statement of Qualifications**

☐ **We do not plan to submit a Statement of Qualifications**

Reason: _____

Section 7
Required Forms – Form 2

REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION

RFQ # 269-HSG13

SINGLE FAMILY HOUSING REHABILITATION

Please acknowledge receipt of all addenda by including this form with your Statement of Qualifications.
All addenda will be posted to www.ips.state.nc.us.

ADDENDUM #: DATE ADDENDUM

DOWNLOADED FROM NC IPS:

I certify that this proposal complies with the General and Specific Specifications and conditions issued by the City except as clearly marked in the attached copy.

(Please Print Name)

Date

Authorized Signature

Title

Service Provider Name

Section 7
Required Forms – Form 3

REQUIRED FORM 3 –STATEMENT OF QUALIFICATIONS SUBMISSION

FORM RFQ # 269-HSG13

SINGLE FAMILY HOUSING REHABILITATION

This Statement of Qualifications is submitted by:

Service Provider Name: _____

Representative (printed): _____

Representative (signed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

(Area Code) Telephone Number

Facsimile: _____

(Area Code) Fax Number

It is understood by the Service Provider that the City reserves the right to reject any and all Statements of Qualifications (Responses) or waive formalities or technicalities during the evaluation period or proceed with award to one or more Service Providers, at the discretion of the City.

Service Provider

Date

Authorized Signature

Please type or print name

Section 7

Required Forms – Form 4

REQUIRED FORM 4- SERVICE PROVIDER’S BACKGROUND AND EXPERIENCE

Please answer the following questions as completely as possible, placing your answer immediately after the question to which it applies. **If you wish to add supplemental information, it shall be labeled “Supplemental Information.”**

| Question | Response |
|--|----------|
| Service Provider Identification | |
| Service Provider Name | |
| Service Provider Location (corporate headquarters) | |
| Service Provider Experience | |
| Years of Experience: | |
| <i># of years in business</i> | |
| <i># of years providing similar services</i> | |
| Customer Base: | |
| <i># of private sector clients</i> | |
| <i># of public sector clients</i> | |
| Qualifications: | |
| <i>Provide a management organization chart of your overall organization, showing director and officer positions and names and the reporting structure.</i> | |
| <i>Provide detailed information for the planning business segments of your organization, showing the reporting structures within these segments and among these segments and the overall organization.</i> | |
| <i>Detail how long the company has been providing services.</i> | |
| <i>Describe the key individuals, along with their qualifications, professional certifications and experience that would comprise your organization’s team for providing Services to the City.</i> | |
| <i>Has your organization been terminated from an engagement</i> | |

Section 7
Required Forms – Form 4

| | |
|--|--|
| <i>before completion of the project? If yes, please explain.</i> | |
| Personnel Management: | |
| <i>Describe the key individuals, along with their qualifications, professional certifications, and experience that would comprise your organization's team for providing Services to the City.</i> | |
| <i>How many employees does your organization have on staff who will be available to complete the Project?</i> | |
| <i>Explain how your organization ensures that there will be a sufficient number of qualified personnel to complete the Project.</i> | |

Section 7

Required Forms – Form 5

REQUIRED FORM 5 - CITY E-VERIFY CERTIFICATION

RFQ # 269-HSG13

SINGLE FAMILY HOUSING REHABILITATION

This E-Verify Certification is provided to the City of Charlotte (the "City") by the company signing below ("Company") as a prerequisite to the City considering Company for award of a City contract (the "Contract").

1. Company understands that:

- a) E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies to enable employers to verify the work authorization of employees pursuant to federal law, as modified from time to time.
- b) Article 2 of Chapter 64 of the North Carolina General Statutes requires employers that transact business in this state and employ 25 or more employees in this state to: (i) verify the work authorization of employees who will be performing work in North Carolina through E-Verify; and (ii) maintain records of such verification (the "E-Verify Requirements").
- c) North Carolina General Statute 160A-20.1(b) prohibits the City from entering into contracts unless the contractor and all subcontractors comply with the E-Verify Requirements.

2. As a condition of being considered for the Contract, Company certifies that:

- a) If Company has 25 or more employees working in North Carolina (whether now or at any time during the term of the Contract), Company will comply with the E-Verify Requirements in verifying the work authorization of Company employees working in North Carolina; and
- b) Regardless of how many employees Company has working in North Carolina, Company will take appropriate steps to ensure that each subcontractor performing work on the Contract that has 25 or more employees working in North Carolina will comply with the E-Verify Requirements.

3. Company acknowledges that the City will be relying on this Certification in entering into the Contract, and that the City may incur expenses and damages if the City enters into the Contract with Company and Company or any subcontractor fails to comply with the E-Verify Requirements. Company agrees to indemnify and save the City harmless from and against all losses, damages, costs, expenses (including reasonable attorney's fees) obligations, duties, fines and penalties (collectively "Losses") arising directly or indirectly from violation of the E-Verify Requirements by Company or any of its subcontractors, including without limitation any Losses incurred as a result of the Contract being deemed void.

Signature on next page

Section 7
Required Forms – Form 5

Signature of Company's Authorized Representative

Date

Name and Title: _____

FORM 6- SECTION 3 SUBCONTRACTOR/SUPPLIER COMMITMENT

Supply information for all **Subcontractors** and **Suppliers** whose services will be utilized on the project being bid by your firm. If you are a Section 3 business concern, please list yourself as the Section 3 contractor in number (1).

PROJECT: Single Family Housing Acquisition, Rehabilitation and Resell

BIDDERS NAME = _____

ADDRESS: _____ **City:** _____ **ST:** _ _

\$ _____ AMOUNT OF BID

\$ _____ TOTAL DOLLAR VALUE OF **Section 3** SUBCONTRACTS

\$ _____ TOTAL DOLLAR VALUE OF **ALL** SUBCONTRACTS (INCLUDING Section 3)

SUBCONTRACTORS & SUPPLIERS

| | | | |
|--|--|-----------------------------------|-----------|
| (1) Name of Firm: _____ | | | |
| Address: _____ | | City: _____ | ST: _____ |
| Owner/Contact Name(s): _____ | | | |
| Phone No: _____ | | | |
| <input checked="" type="checkbox"/> Contractor | <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Supplier | |
| Work/Service to be performed _____ | | | |
| Amount to be paid: \$ _____ | | % of total bid amount _____ | % _____ |
| (2) Name of Firm: _____ | | | |
| Address: _____ | | City: _____ | ST: _____ |
| Owner/Contact Name(s): _____ | | | |
| Phone No: _____ | | | |
| <input checked="" type="checkbox"/> Contractor | <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Supplier | |
| Work/Service to be performed _____ | | | |
| Amount to be paid: \$ _____ | | % of total bid amount _____ | % _____ |
| (3) Name of Firm: _____ | | | |
| Address: _____ | | City: _____ | ST: _____ |
| Owner/Contact Name(s): _____ | | | |
| Phone No: _____ | | | |
| <input checked="" type="checkbox"/> Contractor | <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Supplier | |
| Work/Service to be performed _____ | | | |
| Amount to be paid: \$ _____ | | % of total bid amount _____ | % _____ |

FORM 7- COMMERCIAL NON-DISCRIMINATION CERTIFICATION

Project: Single Family Acquisition, Rehabilitation and Resell
RFQ Number: 269-HSG13

Proposer: _____

The undersigned Proposer hereby certifies and agrees that the following information is correct:

1. In preparing its bid, the Proposer has considered all bids submitted from qualified, potential sub consultants and suppliers and has not engaged in discrimination as defined in Section 2 below.
2. For purposes of this section, *discrimination* means discrimination in the solicitation, selection, or treatment of any sub consultant, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted with this certification and terminate any contract awarded based on such bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Proposer to any remedies allowed thereunder, including possible disqualification from participating in City contracts for up to two years.
4. As a condition of contracting with the City, the Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of sub consultants and suppliers. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid and to terminate any contract awarded on such bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Proposer to any remedies that are allowed thereunder.
5. As part of its bid, the Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Proposer in a legal or administrative proceeding alleging that the Proposer discriminated against its sub consultants, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a bid to the City, the Proposer agrees to comply with the City's Commercial Non- Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

By: _____
SIGNATURE OF AUTHORIZED OFFICIAL

Title: _____

FORM 8- DRUG FREE WORKPLACE CERTIFICATION

Project: Single Family Acquisition, Rehabilitation and Resell
RFQ Number: 269-HSG13

Proposer: _____

The Service Provider shall provide a drug-free workplace during the performance of the contract. This obligation is met by:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Service Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Service Provider's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- c. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Developer of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- d. Notifying the City within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Service Provider's drug-free awareness program or other restrictions;
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime
- f. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- g. Requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions above.

If the Service Provider is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

Failure to comply with the above drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination or debarment.

By: _____ Title _____

SIGNATURE OF AUTHORIZED OFFICIAL

Required Forms – Form 9

FORM 9 - FEDERAL CERTIFICATIONS**LOBBYING** (31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65[to be codified at 2 U.S.C. § 1601, *et seq.*] - Service Providers who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative

Agreements (*To be submitted with each bid or offer exceeding \$100,000*)

The undersigned [Service Provider] 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 making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (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 subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Section 7 Required Forms – Form 9

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Service Provider _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Service Provider understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Service Provider's Authorized Official

Name and Title of Service Provider's Authorized Official

Date

Section 7

Required Forms – Form 10

Form 10-Debarment, Suspension, and Other **Certificate Regarding Debarment, Suspension and Other Responsibility Matters**

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have 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 anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

☐ I hereby certify as stated above:

(Print Name)

Signature

Title

Date

☐ **I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]**

(Print Name)

Signature

Title

Date

Section 7

Required Forms – Form 11

Form 11 - Federal Terms

FEDERAL CONTRACT TERMS AND CONDITIONS

This Exhibit is attached and incorporated into the _____ "Contract") between the City of Charlotte and _____ (the "Contractor" Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Contractor represents and warrants that, as of the Effective Date of the Contract, neither the Contractor nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Sub-recipient or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Sub-recipient shall notify the City immediately. The Contractor completed Form H- Vendor Debarment Certification.
2. **Record Retention.** The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Contractor represents and warrants that in its performance under the Contract, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Contractor certifies that the Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Contractor certifies that:

- 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 and Federal contract, grant, loan, or cooperative agreement.
- 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 Sub-recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
- 6.3. The Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 6.4. The Contractor completed Form G-Byrd Anti-Lobbying Certification.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Sub-recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Sub-recipient is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** The Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of OHS agency officials without specific FEMA pre-approval.
10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Sub-recipient, or any other party pertaining to any matter resulting from the Contract.

Required Forms – Form 12

Form 12 – Fixed Pricing and Schedule of Fees

The City will reimburse agencies for properly procured and pre-approved expenses including the hard and soft costs necessary to bring homes into compliance with City rehabilitation standards that include Chapter 11 of the Code of Ordinances for the City of Charlotte. Eligible expenses include:

- Feasibility evaluation
- Scope development and write-up
- Project management
- Properly procured construction costs and/or materials required to complete the scope of work
- Direct hourly staff labor expenses directly attributed to a particular unit
- Properly procured contracted expenses from licensed trades.
- Other costs such as temporary restrooms, on site storage or other related costs approved by the City.

Proved a fixed price for items listed, per hard cost of each job.

| | Construction Cost up to \$10,000 | \$10,001 – 25,000 | Over \$25,000 |
|------------------------|-------------------------------------|-------------------|---------------|
| Feasibility Evaluation | | | |
| Scope Development | | | |
| Project Management | | | |

Provide a schedule of all job classifications with hourly rates that the agency plans to direct bill for construction activities (excluding the above fixed prices).

| Job Classification | Hourly Rate |
|--------------------|-------------|
| | |
| | |
| | |
| | |

☐ I hereby certify as stated above:

(Print Name)

Signature

Title

Date