PREPARED BY:

HOUSING AUTHORITY OF SOUTH BEND

501 ALONZO WATSON DRIVE, SOUTH BEND, IN 46601

ISSUE DATE: 10/1/2024

MARSHA PARHAM-GREEN

EXECUTIVE DIRECTOR

**TABLE OF CONTENTS**

**REQUEST FOR PROPOSALS**

**INDEX OF SUBMITTAL DOCUMENTS**

**INSTRUCTIONS**

* Instructions to Offerors HUD Form 5369-B
* Supplemental Instructions to Offerors

**PART I – GENERAL BACKGROUND INFORMATION**

* 1. Introduction/Background Information

**PART II – SCOPE OF SERVICES**

**PART III – SUBMISSION REQUIREMENTS**

3.1 Company Background and Other Information

3.2 Staffing and Qualifications

3.3 Knowledge and Relevant Experience

3.4 References

3.5 Cost Proposal

3.6 Section 3 Requirements

3.7 Required Certifications

**Part IV – PROCUREMENT PROCESS**

4.1 Proposal Evaluation / Contract Award

4.2 Evaluation Criteria

**APPENDIX A**

* General Contract Conditions – Non-Construction, HUD Form 5370-C Section I
* Supplemental Contract Conditions

**APPENDIX B**

* Contractor’s Summary
* HUD Form 5369-C Representations, Certifications, and Other Statements of Offerors
* Non-Collusive Affidavit
* Certification of Contractor Non-Exclusion
* Employee Verification Form
* Acknowledgement of Addenda
* Fee Proposal Form

The Housing Authority of South Bend (HASB) hereby requests proposals from qualified contractors to provide Housing Quality Standards and National Standards for the Physical Inspection of Real Estate (NSPIRE) inspection Services for its portfolio of Housing Choice Voucher (HCV) and Project Based Voucher (PBV) units. The contractor will conduct HQS and/or NSPIRE Inspections in accordance with the Department of Housing and Urban development (HUD) HQS or NSPIRE standards (24 CFR 982.401) and the HASB’s Administrative Plan. The contractor shall perform inspections of housing units, which includes an initial inspection and annual inspection; and may include the following: emergency inspections, abate cure inspections, quality control inspections, special inspections and follow-up inspections for units initially determined to be non-compliant.

For the purpose of this engagement, we anticipate the availability of approximately 2,500 units in the Housing Choice Voucher and Project Based Voucher programs. The actual number of inspections will vary based on client moves, inspection results, and housing authority needs. This number is based on the current lease up and projected lease up numbers within a year.

Proposals will be received by the Housing Authority of South Bend (HASB), 501 Alonzo Watson Drive, South Bend, IN 46601 until 2:00 PM EST on 01/15/2025

Proposals may be submitted via email to Carolyn Archie, Procurement Manager, at [carchie@sbhaonline.com](mailto:carchie@sbhaonline.com) by the due date and time.

Single copies of the RFP package may be downloaded from the HASB website at [www.hasbonline.com](http://www.hasbonline.com).

All responses submitted are subject to the Instructions and Supplemental Instructions to Offerors, General and Supplemental Conditions, and all other requirements contained herein, all of which are made a part of this Request for Proposals by reference. The Housing Authority of South Bend reserves the right to reject any or all proposals for just cause, waive any formalities in the submission process, and negotiate and enter into an agreement with any proposer, if it is in the best interest of the Housing Authority (HASB).

**Housing Authority of South Bend**

**Marsha J. Parham-Green**

**Executive Director**

**REQUEST FOR PROPOSALS**

**INDEX OF SUBMITTAL DOCUMENTS**

The Index of Submittal Documents is provided to assist in completing a responsive submittal. The Index of Submittal Documents contains a listing of all required submittal items.

Please review this table and submit with your proposal all documents that are checked as a “Required Submittal”. Documents that are checked “Signature Required” must be properly executed. Documents that are checked “Notary/Corporate Seal Required” must be notaries and/or have a corporate seal affixed.

|  |  |  |  |
| --- | --- | --- | --- |
| **INDEX OF SUBMITTAL DOCUMENTS** | | | |
| **DOCUMENT** | **REQUIRED SUBMITTAL** | **SIGNATURE REQUIRED** | **NOTARY/ CORPORATE SEAL REQUIRED** |
| CONTRACTOR’S SUMMARY | **🗸** | **🗸** | **🗸** |
| HUD FORM 5369C – CERTIFICATIONS, REPRESENTATIONS AND OTHER STATEMENTS OF OFFERORS – NON CONSTRUCTION | **🗸** | **🗸** |  |
| NON-COLLUSIVE AFFIDAVIT | **🗸** | **🗸** | **🗸** |
| CERTIFICATION OF CONTRACTOR NON-EXCLUSION | **🗸** | **🗸** |  |
| ACKNOWLEDGEMENT OF ADDENDA (IF REQUIRED) | **🗸** | **🗸** |  |
| EMPLOYEE VERIFICATION AFFIDAVIT | **🗸** | **🗸** | **🗸** |
| WRITTEN QUALIFICATIONS (PROPOSAL) SUBMITTAL DOCUMENTS IN ACCORDANCE WITH PART IV – SUBMISSION REQUIREMENTS | **🗸** |  |  |
| COST PROPOSAL FORMS | **🗸** | **🗸** |  |

**NOTE: ALL REQUIRED SUBMITTAL DOCUMENTS MUST BE SUBMITTED WITH THE PROPOSAL PACKAGE.**

**SUPPLEMENTAL INSTRUCTIONS TO OFFERORS**

**1. Submission of Proposals**

One (1) complete set of all required submittal documents must be submitted electronically to Carolyn Archie, Procurement Manager, at [carchie@sbhaonline.com](mailto:carchie@sbhaonline.com). Proposals must be received no later than 2:00PM EST on 01/15/2025

Single copies of the RFP package may be downloaded from the HASB website at [www.hasbonline.com](http://www.hasbonline.com).

**2. Interpretations / Questions**

During the period between issuance of this RFP and the proposal due date, no oral interpretation of the RFP’s requirements will be given to any prospective Contractor. Requests for interpretation must be made in writing, and submitted via email, at least 5 days before the submission due date and time to:

Carolyn Archie

Housing Authority of South Bend

Procurement Manager

[Carchie@sbhaonline.com](mailto:Carchie@sbhaonline.com)

**3. Addendum and Update Procedures for this RFP**

During the period of advertisement for this RFP, HASB may wish to amend, add to, or delete from the contents of this RFP. In such situations, the HASB will issue an addendum to the RFP setting forth the nature of the modification(s). The HASB will post all addenda pertaining to this RFP on its website at [www.hasbonline.com](http://www.hasbonline.com). Hard copies may be mailed or faxed upon request.

**4. Proposals**

Proposals shall be submitted electronically. All pages shall be numbered. All copies of the submittal must be identical in content and organization. Consideration should be given to the form and format of the proposal, as documents duplicated and distributed internally by the HASB for review and evaluation by the Evaluation Committee. Proposals shall be organized and include all requirements outlined in Part III – Submission Requirements. The front cover shall bear the RFP name and number, submission date, Contractor’s name, address, email address and phone number.

**5. Submittal Forms**

Provide, as a part of the proposal, all required certifications, and forms, as listed on the Index of Submittal Documents page, and included in Appendix B of this RFP. Documents that are checked “Signature Required” must be properly executed. Documents that are checked “Notary/Corporate Seal Required” must be notarized and/or have a corporate seal affixed.

**6. Acceptance of Proposals**

Proposals are time and date stamped via email and must be submitted by the date and time indicated. HASB reserves the right to accept or reject any or all submissions, to take exception to this RFP’s specifications or to waive any formalities. Contractors may be excluded from further consideration for failure to fully comply with the specifications of this RFP.

HASB also reserves the right to reject the proposal of any Contractor who has previously failed to perform properly or to complete on time, a contract of similar nature; who is not in a position to perform the contract; who habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, providers of materials, or employees; or who makes a misrepresentation in their response to this request or engages in unauthorized contact with HASB Staff, Board Members, Evaluation Committee Members, Residents, Program Participants or Consultants.

**7. Time for Reviewing Proposals**

Proposals received prior to the due date and time will be securely kept unopened. After the closing date, all proposals received are opened and evaluated in confidence. Proposals are no opened publicly. The Contracting Officer’s authorized designee will decide the time to open and review proposals. Once submitted, the proposal becomes the property of HASB.

**8. Withdrawal of Proposals**

Proposals may be withdrawn upon written request dispatched by the Contractor in time for delivery during business hours prior to the time fixed for receipt provided that written confirmation of withdrawal is from the authorized signature of the Contractor and is mailed and postmarked prior to the time set for review of proposals. Negligence on the part of the Contractor in preparing its proposal confers no right of withdrawal or modification of its proposal after the submission due date and time.

**9. Selecton of Contractor**

Contractors shall be selected in accordance with the evaluation criteria contained herein, provided the proposal is in the best interest of HASB. The selected firm will be notified at the earlies practical date. Subsequent contract awards may be subject to approval from the Housing Authority of South Bend’s Board of Commissioners, and/or the U.S. Department of Housing and Urban Development (HUD). Companies, individuals, or firms listed on the System for Award Management (SAM) Excluded Parties List of companies or firm’s ineligible to receive awards will not be considered for award.

**10. Protest of Award**

Any protest to the award of a contract agreement or purchase order based on a formal method of procurement, where the solicitation is advertised, must be received within ten (10) business days after notice of award, or the protest will not be considered. HASB shall issue a written decision to a properly filed protest within fifteen (15) business days of receipt.

**11. Certification of Legal Entity**

Prior to execution of a contract agreement, the company/firm shall certify that joint ventures, partnerships, team agreements, new corporations, or any other entities that either exist or will be formally structured are or will be legal and binding under Indiana State Law.

**12. Indiana Secretary of State**

Prior to execution of a contract agreement, companies/firms must be registered to do business in the State of Indiana and must be active and in good standing.

**13. Costs Borne by Contractor**

All costs related to the preparation of responses to this RFP and any related activities are the responsibility of the Contractor. HASB assumes no liability for any costs incurred by the Contractor throughout the entire selection process.

**14. Best Available Data**

All information contained in this RFP is the best data available to HASB at that time. This information given in the RFP is not intended as a representation of binding legal effect. This information is furnished to assist Contractors in preparing a response; HASB assumes no liability for any errors or omissions.

**15. Contact with HASB Staff, Board Members, Evaluation Committee, Residents, Program Participants and Consultants**

Contractors may not make direct contact with HASB Staff, its Board Members, Evaluation Committee Members, Residents, Program Participants, or Consultants regarding this RFP. All communications regarding the RFP shall be in writing as provided in HUD Form 5369-B, Instructions to Offerors for Non-Construction, Paragraph 4, and these Supplemental Instructions to Offerors.

**16. Contractor Responsibilities**

Each Contractor is presumed by HASB to have thoroughly studied this RFP to become familiar with the Scope of Services and all other information contained in this RFP. Failure to do so may be at the Contractor’s own risk.

**17. Public Access to Procurement Information/Confidentiality**

All information submitted in response to a solicitation issued by the Housing Authority of South Bend (HASB) shall remain confidential until after final approval by the HASB’s Board of Commissioners and/or the United States Department of Housing and Urban Development (HUD). HASB’s policy regarding public access is in strict accordance with the guidelines set forth in its Procurement Policy, Public Access to Procurement Information, HUD Procurement Handbook for Public Housing Agencies, Section 1.6 – Public Access to Procurement Information and Section 7.2 (J) Confidentiality. Furthermore, pursuant to Indiana State Law, HASB shall not disclose information submitted in confidence in response to this RFP, not otherwise required by law to be submitted, where such information should reasonably be considered confidential.

**(THIS SECTION LEFT BLANK INTENTIONALLY)**

**ART I – GENERAL BACKGROUND INFORMATION**

**1.1 Introduction / Background Information**

The Housing Authority of South Bend (HASB) hereby requests proposals from qualified contractors to provide Housing Quality Standards (HQS) and National Standards for the Physical Inspection of Real Estate (NSPIRE) Inspection Services for its portfolio of Housing Choice Voucher (HCV) and Project Based Voucher (PBV) units. The contractor will conduct HQS and NSPIRE Inspections in accordance with the Department of Housing and Urban Development (HUD) HQS (24 CFR 982.401), and the HASB’s policy. The contractor shall perform inspections of housing units, which includes an initial inspection and annual inspection; and may include the following: emergency inspections, abate cure inspections, quality control inspections, special inspections, and follow-up inspections for units initially determined to be non-compliant.

For the purpose of this engagement, HASB anticipates the availability of approximately 2,500 units in the Housing Choice Voucher Program. The actual number of inspections will vary based on client moves, inspections results, and housing authority needs. This number is based on the current lease up and projected lease up numbers within a year.

**PART II – SCOPE OF SERVICES**

The Contractor shall furnish sufficient organization, personnel and management staff with the necessary skill and judgement to perform all the duties and responsibilities associated with the inspection function of prospective housing units, and units currently engaged in a Housing Assistance Payment (HAP) Contract with HAST through the Housing Choice Voucher (HCV) and Project Based Voucher (PBV) Programs. The Contractor shall provide HQS and NSPIRE Inspection Services that include, but may not limited to the following:

**A. Inspectors**

The following are minimum required inspector qualifications:

* HQS and NSPIRE Certified through recognized National certification program;
* Valid driver’s license;
* Use of a working automobile during work hours;
* Criminal background check completed and cleared;
* Ability to work with HASB Team;
* Availability to work each HASB-working day; and,
* Identification badge/clothing must be worn on premises and visible before entering an assisted dwelling unit.

**B. Initial Inspections**

1. Ensure the unit is not on two year banned list. If not, contact the Owner/Designee by phone within forty-eight (48) hours of receipt of a Request for Tenancy Approval (RFTA) Form, transmitted by HASB, to schedule an initial inspection. If contact is not successful after three documented unsuccessful attempts, return the RFTA form to the HASB via e-email at the end of each day.

2. The first attempt to complete an initial inspection of a unit must be within 5-7 business days after receipt of the RFTA (excluding HASB observed holidays).

Once scheduled, notify the Owner/Designee, prospective Tenant, and the HASB of the scheduled appointment date and time.

3. Contact the Owner/Designee thirty (30) minutes prior to arriving at the unit location to perform an Initial Inspection and / or Initial Reinspection. This will count as one scheduled attempt in three scheduled attempt maximum inspection criteria.

If the unit does not pass inspection by the third scheduled attempt, the RFTA will be voided. The Contractor shall notify the HASB, via email, of all voided RFTA’s daily. The notification shall include the reason for voiding each RFTA (e.g., unable to contact the owner, three failing inspections, etc.).

The Contractor shall prepare and maintain a listing of units that have failed three consecutive inspections so that the unit will be banned from the HCV program for two years. The list of banned units will be provided to the HASB weekly.

4. Upon completion of the inspection, the Contractor shall provide a hard copy of the report and electronic copy of the report to the Owner/Designee, a hard copy of the report to the Tenant, and then, submit the report electronically to the HASB.

**C. Notifications**

1. All notifications to the Owner/Designee and the Tenant must at a minimum include the following information:

a. Date the notification was printed

b. Name and complete mailing address of the Owner/Designee

c. Name and complete mailing address of the HASB Tenant

d. Type of Inspection / Reinspection

e. Date of Inspection / Reinspection

f. Scheduled Time of Inspection / Reinspection (Military Time is not acceptable)

g. Deficiency Report – Must include a complete and detailed listing of all unit deficiencies identified during the inspection. Vague or general comments will not be accepted.

h. Name of the Inspector

j. Contractor contact information (phone number)

2. All notifications that can be viewed or reprinted from the Contractors’ website shall maintain accurate “static date fields”. The fields shall display the date notification or deficiency report was created. Autofill date fields, or fields that display today’s date, will not be accepted.

**D. Annual Inspections**

1. All scheduling notices must be mailed via the US Postal Service First Class, postmarked no less than twenty-one (21) days prior to the scheduled inspection date.

2. Scheduled inspections must be entered into HAB so that Owners/Designees can view inspection schedule via Assistance Connect no less than twenty-one (21) days prior to the scheduled inspection date.

3. All annual inspections must be completed no later than two hundred and seventy (270) days from the previous annual inspection date that the unit passed, unless authorized in writing by the HASB.

4. The Contractor will provide the HASB with quarterly reports of units with the same tenants that pass two annual inspections consecutively as those units will enter biennial inspection status.

**E. Biennial Inspections**

1. Biennial inspections are conducted at least once per two (2) calendar years, and after the unit has been initially inspected. To qualify for Biennial Inspections, a unit must have met the following conditions:

a. Received at least two consecutive years of passing scores on the first inspection attempt for annual HQS or NSPIRE inspections.

b. Unit has not been found in HQS or NSPIRE violation within the past year for any health and/or safety deficiencies by HASB or any other applicable program.

c. Tenant of unit has not changed.

2. Contractor will provide the HASB with quarterly list of units meeting the Biennial Inspection criteria within thirty (30) days of quarter close.

**F. Re-Inspections**

1. Complete an initial reinspection within five (5) business days (excluding HASB observed holidays) of notification by the Owner/Designee that the unit is ready for reinspection.

2. Complete a non-emergency annual reinspection within twenty-five to thirty (25-30) calendar days from the date of the first inspection.

3. Complete a reinspection of items that cause a unit to fail and threaten to harm (resident life), within twenty-four (24) hours of the first inspection, for an annual inspection only. Document items that fail a unit but are not live threatening.

**G. Abate Cure Inspections**

1. For a unit that has failed a second time, and entered abatement, the owner must provide notification that the work has been completed and the unit is ready for reinspection by providing a $50 reinspection fee to the HASB.

HASB will notify the Contractor when an abate cure inspection fee has been received. The Contractor must complete the abate cure inspection within five (5) business days of notification.

**H. Quality Control Inspections**

1. The Contractor will complete Quality Control Inspections of Units for items not considered life-threatening or an emergency that cause a unit to fail reinspection in minimum of 25 units per calendar month.

2. The Contractor will provide the Owner/Designee an additional 25-30 days to make repairs to non-life-threatening deficiencies.

3. The Contractor shall provide a monthly report of all Quality Control Inspections performed. The Contractor shall not submit to HASB a request for payment to perform Quality Control Inspections.

**I. Special Inspections**

1. A Special Inspection shall be performed in response to a formal written complaint to the HASB from an Owner/Designee regarding the condition of the unit, a previously performed quality control inspection, or any other type of inspection deemed appropriate to conduct.

2. Contact the Owner/Designee by phone within forty-eight (48) hours of receipt of a Special Inspection Request, transmitted by HASB, to schedule the first inspection. If contact is unsuccessful, after two (2) documented unsuccessful attempts, the Contractor must inform HASB.

3. The first attempt to complete a Special Inspection of a unit must be within 5-7 business days after receipt of request from HASB (excluding HASB observed holidays).

4. Special Inspections and associated re-inspections must be scheduled by speaking to the Owner/Designee. Special Inspections and associated re-inspections shall not be scheduled via voicemail messaging. Inspections or re-inspections must be scheduled with the Owner/Designee unless they initiated the complaint.

5. The Contractor shall contact HASB if a unit does not pass after a second scheduled attempt. A reinspection must be completed within three (3) business days of notification by Owner/Designee that the unit is ready to reinspect.

6. The Contractor shall complete HUD 52580 within two (2) business days (excluding observed holidays) of the unit passing the inspection.

**J. All Inspections**

1. As requested by HASB, inspections may be performed on weekends, as necessary, to assist with efforts to quickly return HCV and PBV participants to safe housing units. Twenty-four (24) hour life-threatening re-inspections must be completed on weekends, if the unit fails the first inspection with a life-threatening citation, on Fridays.

2. Physical inspections shall be performed in accordance with Federal Housing Quality Standards, National Standards for the Physical Inspection of Real Estate, Lead Safe Housing Regulations, and the HASB Administrative Plan.

3. The Contractor may use their own paper inspection forms, or handheld data collection devices for documentation and reporting. These forms must be approved by the HASB.

4. The Contractor shall schedule inspections and prepare and issue inspection appointment notification letters in accordance with the instructions for inspections reporting as provided by HASB.

5. Initial inspections and initial re-inspections shall be scheduled with the Owner/Designee. Inspections shall not be scheduled via voicemail messaging or with the tenant.

6. The timeframe for a scheduled inspection appointment shall be no more than two (2) hours. The Contractor shall not attempt to perform an inspection outside of the designated two (2) hour timeframe. Inspections taking place outside of the designated timeframe shall not be billed to HASB.

7. Units inspected that receive an “inconclusive” rating, shall not be billed to HASB. **Exception: Unless the unit is vacant, or the tenant has moved out of the unit.**

8. The Contractor will provide a monthly report that identifies inspections of units that were attempted outside of the designated two (2) hour timeframe and received an “inconclusive” rating.

9. The Contractor will use HQS, or NPSIRE, and the HASB Administrative Plan to determine and identify a responsible party (tenant or landlord). All unit deficiency reports must identify a responsible party, or it will not be considered a deficiency/failing item during a reinspection. The deficiency must be repaired by the tenant or Owner/Designee.

10. The Contractor will send all notifications and related follow-up correspondences to the Owner/Designee by US Postal Service First Class mail and postmarked within forty-eight (48) hours of completion of the scheduled inspection. The notice must contain a date and timeframe for reinspection, and other information as needed. The Contractor shall send pass/fail notifications, reschedule notifications, and no-show notifications as necessary. The Contractor will provide electronic copies of all correspondence to the landlord and tenant if email address(es) are available in HAB.

11. The Contractor will complete one (1) reinspection attempt for each no-show inspection prior to HASB staff issuing “proposed termination letter” to the tenant.

12. The Contractor will complete one (1) reinspection attempt for each non-emergency “fail” inspection prior to the issuance of the abatement notification to the Owner/Designee by HASB staff.

13. All inspections must be completed no later than 5:00 PM EST during the weekday, unless prior approval has been received by the HASB as special accommodation to the Owner/Designee and/or the Tenant.

14. Upon completion of a unit receiving a “Pass” from an Initial Inspection or Initial Re-Inspections, all inspection reports and documents must be delivered to the HASB via email within two (2) business days.

15. Upon completion of a unit receiving a “Pass” from an Annual or an Annual reinspection of a unit, or an Abate Cure inspection, all inspection reports and documents must be delivered to the HASB within 5 business days (excluding weekends and HASB observed holidays).

Reports and documents shall be attached chronologically by date and time. These items are as follows:

a. Completed HUD Inspection Form 52580

b. Completed HASB Special Amenities Form

c. Copies of any deficiency reports and letters

d. Copies of any letters sent to Owner/Designees and Tenants

e. Copies of door hangers, or other form(s) that determined the unit was inconclusive or was a “no show” for the inspection

f. Digital view (photo) of the front elevation of the inspected unit upon arrival and after hanging door tag. Unit number must be visible in photograph. Photograph must have date / time stamp that cannot be manipulated or changed.

16. At each inspection, the Contractor will provide Customer Satisfaction Survey cards to Tenants and Owners/Designees for completion. Survey cards/forms shall be marked with prepaid postage, as provided by the HASB.

The Owner/designee or tenant of at least ten (10) percent of any type of unit inspected must participate in the survey to evaluate the contractor. This information will be used to determine contractor performance for contract monitoring.

17. The Contractor will complete all inspections reports as required in accordance with the Section Eight (8) Management Assessment Program (SEMAP) and deliver to the HASB by the close of business of the fifth (5th) day of each month.

18. The Contractor must electronically “back up” inspection data collected daily to protect data collected.

K. Photo Imaging

1. For each unit inspection, the Contractor will take a digital picture of the exterior of the building (front elevation) to include the unit number. The photo will be date and time stamped in a way that cannot be manipulated. Digital photos will be available to the HASB online and upon request.

2. If the inspection is a “no show”, the Contractor will take a second photograph of the building (front elevation) including the unit number and the door tag. The photo will be date and time stamped in a way that cannot be manipulated. Digital photos will be available to the HASB online and upon request.

**L. Website**

1. The Contractor shall develop and maintain, throughout the duration of the contract, a website available to designated HASB staff to review and retrieve all inspection documents (i.e., inspection notices, inspection results, 52580 forms, HASB Special Amenities Forms, digital images, etc.) or develop and maintain a system that is available to designated HASB staff upon request.

2. Provide continuous website or upon request system access and support at no additional cost to HASB for up to one hundred and twenty (120) calendar days after expiration or termination of the contract.

3. Notifications viewed or reprinted from the Contractor’s website shall maintain accurate “static date fields” that display the date the notification or deficiency report was created. Autofill date fields, or fields that display today’s date will not be acceptable.

4. The Contractor’s website shall provide for the option to search for records using one or more of the following:

a. Applicant or Participant Name

b. Street Number and Name and Apartment Number if applicable

c. Owner/Designee Name

d. Inspection Date

e. Type of Inspection

5. The Contractor shall provide the HASB with three (3) day written notice of maintenance to the website or upon request system.

**M. Other Duties**

1. Within fourteen (14) calendar days of contract execution, the Contractor shall develop and submit to the HASB for approval, a Standard Operating Procedures (SOP) manual for all inspection processes described herein. The manual shall include all HUD/HASB forms and form letters to be used. The SOP must demonstrate the Contractor’s ability to provide all services as required.

2. A Contractor representative shall attend all regular monthly Housing Provider meetings, and other designated meetings, as requested by the HASB.

3. The Contractor shall establish and maintain telephone service locally for communication with Owners/Designees and applicants and tenants on the program. A minimum of four (4) incoming lines, each with rollover capabilities, will be required. The Contractor shall provide individuals with Limited English Proficiency (LEP) with access to interpretation services as needed.

4. The Contractor will maintain adequate staffing to service a large call volume. The Contractor must return phone calls and email messages within one (1) business day.

**Part III – SUBMISSION REQUIREMENTS**

Listed below are the sections that must be included in your proposal. Each section must be clearly labeled using the bold-faced titles listed below and shall be assembled in the order described below.

Proposals must be organized and indexed using the subheadings as follows:

**3.1 Company Background and Other Information**

Provide the company information:

* A brief company history
* Firm/Individual full legal name, founding date, entity type, business expertise, and ownership structure.

**3.2 Staffing and Qualifications**

Contractors shall provide a narrative that describes their experience and qualifications to perform the required services.

Include an organizational chart that illustrates respondent’s overall staffing approach for completing the required work. Include in the chart all key personnel, specialists, and consultants who will be assigned work under this contract.

Provide resumes of all key personnel who will be assigned to work under this contract. Identify their specific role for the provision of services under this contract. Include details of their relevant experience of their proposed role in the performance of services under this contract.

For each inspector anticipated to be assigned to work under the contract, include a copy of their HQS and NSPIRE Certification(s) and Lead-Based Paint Visual Assessment Training Certification(s) obtained from a nationally accredited training organization.

**3.3 Knowledge and Relevant Experience**

In narrative format, describe in detail the specific training key personnel proposed to perform services pursuant to this project has received, regarding HQS and NSPIRE Standards and Inspection Process. Include a copy of any completed course work and/or certifications.

**3. 4 References**

Provide a list of similar or related projects, currently active or completed, relevant to your company performing HQS and/or NSPIRE inspections of housing units. Identify similar or related work performed for public housing authorities, if any, that have been completed to date, or are currently active.

* For each project identified, provide:
* Project description
* The client/public housing authority
* The name, address and contact information for the contract representative
* The dollar value of the contract
* The contract duration, including start and completion date, or projected completion date if still active

**3.5 Cost Proposal**

***The Cost Proposal must be submitted separately and marked confidential.***

Include a complete cost breakdown consistent with the Scope of Services. The estimated cost and fixed fees for each period should be broken down in the format prescribed in Appendix B. Also provide and attach to the completed Fee Proposal Form, a detailed cost breakdown and narrative explaining each cost element. Include an estimated cost and fixed fee (profit) for the initial one-year contract period, and a separate fee proposal to include an estimated cost and fixed fee (profit) for the second-year contract period.

**3.6 Section 3 Requirements**

Describe in detail the efforts and methods to be employed that will ensure to the greatest extent feasible the requirements of Section 3.

Describe and provide data of previous efforts your company has employed to ensure to the greatest extent feasible, Section 3 Employment and training participation, and Section 3, DBE, WBE contracting.

**3.7 Required Certifications**

The following documents, which are contained in Appendix B, must be included in the proposal and must be properly executed and/or notarized:

* Contractor’s Summary
* HUD Form 5369-C Representations, Certifications, and Other Statements of Offerors
* Non-Collusive Affidavit
* Acknowledgement of Addenda

**PART IV – PROCUREMENT PROCESS**

**4.1 Proposal Evaluation / Contract Award**

Proposals received in response to this solicitation will be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the Offerors that will be completed in the competitive range (short list), from which final selection for contract award(s) will be ultimately made. Stage II of the evaluation process will be reserved for the short-listed firms only. Scoring will be based upon how well the proposal meets the criteria established in this RFP.

During State I of the evaluation process, proposals will be evaluated and scored by an Evaluation Committee. Scoring will be based on predetermined Evaluation Criteria contained in the solicitation. The available points associated with each area of consideration are shown. The results of the evaluation will be used to determine those Offerors to be included in the competitive range.

The competitive range shall include those Offerors who are determined through the evaluation process and due diligence review (verification of Contractor responsibility) to be the most qualified. These Offerors may be requested to supply additional information to assist in completing the due diligence review. Failure to satisfactorily complete the due diligence review within the timeframe established by the HASB will result in exclusion from the competitive range.

Stage II of the evaluation process may entail presentations/interviews with the Offerors in the competitive range. Offerors not included in the competitive range will not proceed to Stage II of the evaluation process. The purpose of the presentations/interviews is to provide the Evaluation Committee with an opportunity to obtain additional information as a result of the written responses. Stage II evaluation will be conducted upon completion of the presentations/interviews in accordance with the same procedures and criteria outlined above for Stage I evaluation.

HASB reserves the right to make no award or decline to enter negotiations should it believe that no Offeror to this RFP will be capable of delivering the necessary level of services within an acceptable price range and/or time period, or if the total points received after evaluations is unacceptable, as determined by the HASB. Further, HASB reserves the right to forego Stage II of the evaluation process and enter negotiations with the highest ranked firm from Stage I of the evaluation process. If an Agreement cannot be negotiated with a firm(s), HASB will terminate negotiations and the procedure will continue until a contract(s) have been negotiated. All contracts and subsequent contract awards to selected Offerors are subject to HUD funding availability and final approval from the Housing Authority of South Bend’s Board of Commissioners, and/or the U.S. Department of Housing and Urban Development.

HASB will award contract(s) resulting from this solicitation to the responsible Offeror(s) whose offer(s), conforming to this solicitation, will be most advantageous, price and other technical factors specified in this solicitation considered. HASB reserves the right to make contract award(s) without negotiations, and to make no award or decline to enter negotiations should it believe that no Contractor to this RFP will be capable of delivering the necessary level of services within an acceptable price range and/or time period. HASB further reserves the right to forego Stage II of the evaluation process and enter negotiations based on the results of Stage I of the evaluation process. Should the HASB exercise its right to make contract award(s) without negotiations or to forego Stage II of the evaluation process, contract award(s) will be based on initial proposals received.

**4.2 Evaluation Criteria**

Company Background and Other Information 5 Points

Staffing and Qualifications 30 Points

Knowledge and Relevant Experience 35 Points

References 10 Points

Cost Proposal 10 Points

Section 3 Requirements 10 Points

**Total Possible Points 100 Points**

**THIS SECTION LEFT BLANK INTENTIONALLY**

**SUPPLEMENTAL CONTRACT CONDITIONS**

The following supplements modify the “General Conditions for Non-Construction Contracts” Section I Form HUD-5370-C:

**CONTRACT PROVISIONS**

a. Each inspector who will be assigned work under this contract must have HQS and NSPIRE Certifications and Lead-Based Paint Visual Assessment Training, each of which must have been from a nationally recognized training organization and acceptable to HASB prior to conducting inspections or re-inspections. No self-certifications in HQS, NSPIRE, or Lead Based Paint Visual Assessment will be accepted. HQS, NSPIRE, and Lead Based Paint Visual Assessment certifications must be submitted to HASB prior to any assigned inspector conducting inspections or re-inspections for review and approval. The Contractor must have a certified lead risk assessor available to conduct assessments if Elevated Blood Lead Levels are identified.

b. The Contractor and their inspectors will be required to dress in a professional and appropriate manner while in the field conducting inspections for the HASB. All inspectors must be issued photo ID badges identifying them as an inspector for the HASB and photo ID badges must be worn while in the field conducting inspections. HASB will not pay for any inspection or re-inspection that receives an inconclusive rating because the inspector was unable to produce appropriate ID when requested by a tenant or Owner/Designee prior to conducting an inspection.

c. HASB will electronically provide all inspection related information fields on a monthly basis (on or about the 1st or 15th of each month) to ensure the inspection data for notifications is valid and accurate. The Contractor will update all scheduling and inspection information with the most recent transferred data to ensure accuracy of tenant and Owner/Designee information. HASB will not pay for any inspection or re-inspection that was scheduled with outdated or inaccurate tenant or Owner/Designee information.

d. The Contractor shall not be compensated for any inspection that is not performed in accordance with the scope of services.

e. If an Owner/Designee or Tenant produces an inspection report either handwritten or computer generated that is different from the report produced by the Contractor, any differences must be resolved by the Contractor at no expense to the HASB.

f. The Contractor will not be compensated for an inspection or re-inspection fees earned for any unit that fails a quality control inspection review conducted by HASB because of failing items identified by HASB as “normal or routine” (i.e., missing hand or porch rails where required, obvious structural defects, missing hot water heater, vent pipes, or relief valve drain tubs, etc.) and said failing items are not Tenant caused damages of twenty-four (24) hour emergencies. Any fees paid by HASB to the Contractor for any unit that fails the Quality Control Review process will have all prior paid inspection fees abated from the following month’s invoice. These fees will be considered lost and not recoverable by the Contractor. All such quality control reviews will be measured according to HASB’s standards set forth in writing its Administrative Plan and/or clearly delineated in HUD’s Housing Quality Standards or National Standards for the Physical Inspection of Real Estate.

**CONTRACT AMOUNT**

The contract resulting from this RFP will be a requirements contract. The Contractor shall provide HQS or NSPIRE Inspection Services for all HASB’s residential inspection needs, in accordance with the fees identified in the Contractor’s Cost Proposal.

**CONTRACT TERM/PERIOD**

The contract period shall be for a period of two (2) years with an option to renew for two (2) additional one (1) year periods. Each one (1) year period shall only be exercised if the awarded Contractor has satisfactorily performed the required services.

Contract extension options will not be automatic and must be approved by HASB and/or the U.S. Department of Housing and Urban Development and are subject to HUD funding.

**REIMBURSABLE EXPENSES**

If applicable, reimbursable expenses will be paid in addition to the hourly rates paid for services and are for actual expenses incurred by the firm in connection with the provision of services. All reimbursable expenses must be authorized and approved by HASB in writing prior to incurring the costs.

Reimbursable expenses for travel and lodging shall be paid in accordance with the current U.S. General Services Administration (GSA) Schedule of Rates, if required and approved by HASB. Refer to [www.gsa.gov](http://www.gsa.gov).

**OVERTIME HOURS**

HASB will not pay special rates for overtime hours or holiday hours worked.

**INVOICING / PAYMENTS**

Invoices shall be submitted monthly to the Housing Authority of South Bend’s Department of Finance. The invoice shall provide an invoice number, service date, a description of services provided and the name / title of employee(s) who rendered the services. Invoices shall be submitted on the Contractor’s own invoice. Upon receipt of a properly submitted invoice, payments will be processed via check and mailed to the awarded Contractor.

**INSURANCE**

Prior to commencement of the contract, the awarded Contractor shall furnish a Certificate of Insurance in duplicate, with the Housing Authority of South Bend Project Name and Number stated on the Certificates. This must be submitted prior to the beginning of operations. Coverage and amounts below are minimum requirements and do not establish limits to the Contractor’s liability. The insurance carriers used by the Contractor must be authorized to do business in the State of Indiana and the insurance provided will cover all operations under the contract, whether performed by the contractor or by its subcontractors. Other coverage and higher limits may be provided at the Contractor’s own expense.

Evidence of insurance shall be provided by a producer using insurance companies with a minimum A- rating.

* Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Indiana
* Commercial Liability Insurance (primary and umbrella) or equivalent with limits of not less than $1,000,000.00 per occurrence combined single limit, for bodily injury, personal injury and property damage liability. The Housing Authority of South Bend is to be named as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from the Services.
* Automobile Liability Insurance (primary and umbrella) for motor vehicle(s) (owned, non-owned and hired) used in connection with the services to be performed, shall be covered with Comprehensive Automobile Liability Insurance with limits of not less than $1,000,000.00 per occurrence combined single limit, for bodily injury and property damage. The Housing Authority of South Bend is to be named as an additional insured on a primary non-contributory basis.
* Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than $500,000 per occurrence. Coverage extensions shall include Blanket Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of services under the contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.
* Blanket Crime coverage covering all persons handling funds under the contract, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum funds collected, received, and/or promised at any given time.
* Fidelity Bond in an amount equal to two (2) month’s anticipated rent collections and/or cash on hand.

The successful Offeror shall be required to furnish the Housing Authority of South Bend original Certificates of Insurance evidencing the required coverage to be in force on the date of the contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this contract or extensions thereof. The receipt of any certificate does not constitute agreement by HASB that the insurance requirements in the contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all contract requirements. The insurance policies shall provide for sixty (60) days prior written notice to be given to HASB in the event coverage is substantially decreased, canceled or non-renewed.

The Offeror shall require all subcontractors to carry the insurance required herein, or the Offeror may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

The Offeror agrees and shall require each subcontractor to agree that insurers shall waive their rights of subrogation against the Housing Authority of South Bend.

The Offeror expressly understands and agrees that any insurance or self-insurance programs maintained by the Housing Authority of South Bend shall apply in excess of and not contribute with insurance provided by the Contractor under this Contract.

The Housing Authority of South Bend, its Board Members, officers, employees, and agents are each to be named as an “Additional Insured” on all liability insurance.

**TERMINATION FOR CONVENIENCE AND DEFAULT**

HASB may terminate this contract in whole, or from time to time in part, for HASB’s convenience or the failure of the Contractor to fulfill the contract obligations. HASB shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the Notice of Termination, the Contractor shall:

* Immediately discontinue all services affected (unless the Notice of Termination directs otherwise); and
* Deliver to the HASB all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.

If the termination is for the convenience of the HASB, HASB shall be liable for only payment for services rendered before the effective date of the termination.

If the termination is due to the failure of the Contractor to fulfill its obligations under the contract, HASB may

* Require the Contractor to deliver to it, in the manner and to the exten directed by HASB, any work described above and compensation be determined in accordance with these changes;
* Take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by HASB;
* Withold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to HASB by the Contractor.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been affected for the convenience of HASB, and the HASB shall be entitled to payment as described above. Any disputes with regard to this clause are expressly made to the terms of the Disputes Clause.

**ORGANIZATIONAL CONFLICTS OF INTEREST**

The Contractor warrants that to the best of its knowledge and believe and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a Contractor’s organizational, financial, contractual or other interests are such that

* Award of the contract may result in an unfair competitive advantage; or,
* The Contractor’s objectivity in performing the contract work may be impaired.

The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/deliver order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HASB may, however, terminate the contract or task/delivery order for the convenience of the HASB if it would be in the best interest of the HASB.

In the event the Contractor was aware of an organizational conflict of interest before the award of the contract and intentionally did not disclose the conflict to the Contracting Officer, the HASB may terminate the contract for default.

The terms of this section shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the primary Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

**REQUEST FOR TAXPAYER NUMBER AND CERTIFICATION (W-9)**

Upon award of the contract, the contractor shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the HASB.

**INDEMNIFICATION**

The successful Contractor will be required to protect, defend, indemnify, keep, save, and hold HASB, its officers, officials, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees, or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments, or settlements, proceedings or causes of action of every kind, nature and character (collectively, “claims”) in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Contractor, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Contractor will be further required to investigate, handle, respond to, provide defense for, and defend all suits for any and all claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are considered groundless, false or fraudulent.

HASB will have the right, at its option and at is expense, to participate in the defense of any suit, without relieving the successful Contractor of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this RFP will survive the expiration or termination of that contract.

**ASSIGNMENT**

The successful Contractor shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise delegate its obligations under the contract resulting from this RFP, or any of its rights, title or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent and approval of HASB.

**PERSONNEL**

In submitting their proposals, Contractors are representing that the personnel described in their proposals shall be available to perform the services described for the duration of the contract period, barring illness, accident, or other unforeseeable events of a similar nature in which cases the Contractor must be able to provide a qualified replacement. Such representation shall be valid for a minimum of one hundred and twenty (120) calendar days after the proposal due date and time. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the Contractor under its sole direction, and not employees or agents of the HASB.

**CERTIFICATION OF LEGAL ENTITY**

Prior to execution of a contract agreement, the Contractor shall certify that joint ventures, partnerships, team agreements, new corporations, or other entities that either exist or will be formally structured are or will be legal and binding under Indiana law.

**RULES, REGULATIONS, AND LICENSING REQUIREMENTS**

The successful Contractor shall possess all the required State and Local licenses and certifications required to perform work of the type required by this contract in the City of South Bend, Indiana. In addition, the Contractor shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein. Contractors are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules and regulations that may in any way affect delivery of services.

**PUBLIC ACCESS TO PROCUREMENT INFORMATION / CONFIDENTIALITY**

All information submitted in response to a solicitation issued by the Housing Authority of South Bend (HASB) shall remain confidential until after final approval by HASB’s Board of Commissioners and/or the U.S. Department of Housing and Urban Development. HASB’s policy regarding public access is in strict accordance with guidelines set forth in its Procurement Policy, Section 1.6 – Public Access to Procurement Information, HUD Procurement Handbook for Public Housing Agencies, Section 1.6 – Public Access to Procurement Information and Section 7.2(J) Confidentiality. Furthermore, pursuant to Indiana Revised Statute 40:526(8), HASB shall not disclose information submitted in confidence to this RFP, not otherwise required by law to be submitted, where such information should reasonable by considered confidential.

**BEST AVAILABLE DATA**

All information contained in this RFP is the best data available to HASB at the time the RFP was prepared. The information given in this RFP is not intended as representations having binding legal effect. This information is furnished for the convenience of Contractors and HASB assumes no liability for any errors or omissions.

**COMPLIANCE REPORTING**

The awarded Contractor shall be responsible for submitting regular reports detailing their compliance with the conditions of this contract in the format prescribed by and at the intervals required by HASB.

**RIGHTS, USE, AND OWNERSHIP OF ASSESSMENT MATERIALS**

Assessment materials generated because of performing the Scope of Services contained in this contract shall be confidential and proprietary and shall be for the exclusive use and ownership of the Housing Authority of South Bend. Such materials shall include, but not be limited to, data, cost estimates, and reports generated that contain descriptive and/or identifying information regarding individual properties. Such materials shall not be shared, signed, sold, or disclosed to parties other than those named on the contract without the express written permission of the HASB’s Contracting Officer. Any violations of this provision shall be considered a breach of and grounds for immediate termination of the contract.

**ETHICS POLICY**

The selected Contractor shall abide by the applicable provision of the HASB’s Ethics Policy and State of Indiana Ethics Code.

**THIRD PARTY CLAIMS ON SOFTWARE**

HASB shall be held harmless from any third-party legal claims involving the use by HASB of any software product or technique provided by the selected Contractor.

**CONTRACTUAL OBLIGATIONS**

At any time, should the proposed services require the use of products or services of another company, such services shall be disclosed, and HASB will hold the selected Contractor responsible for the proposed services.

**CONTRACTOR STATUS**

The successful Contractor is an independent consultant and will not be an employee of the HASB.

**ADVERTISING**

In submitting a proposal, the successful Contractor agrees not to use the results from this RFP as a part of any commercial advertising. HASB does not permit firms to advertise or promote the fact of their relationship with HASB with marking efforts, unless HASB expressly agrees otherwise in writing.

**MEDIA REALTIONS**

The successful Contractor shall not make public comment on behalf of HASB without the express written approval from the HASB Executive Director.

**ACKNOWLEGEMENT OF ADDENDA**

Offeror has received the following Addenda, receipt of which is hereby acknowledged:

Addendum Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name Printed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Submitter’s Signature / Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**NON-COLLUSIVE AFFIDAVIT**

(Prime Bidder / Offeror)

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Being duly sworn, deposes and says:

(Name)

That he/she is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(A partner or officer of the firm of, etc.)

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

Signature of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder, if the bidder is an individual

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Partner, if the bidder is a partnership

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Officer, if the bidder is a corporation

Subscribed and Sworn to before me

This \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACTOR’S SUMMARY**

If this proposal is submitted by a joint venture, each business shall provide the information requested below.

Under penalties of perjury, as prescribed in 18 U.S.C. 1001, the undersigned certifies that the statements set forth in this bid are true and correct.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If a Corporation, President or Vice President should sign; If a Partnership, a Partner should sign. If some other Officer signs, evidence of authority must be submitted.

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Taxpayer ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Affix Corporate Seal

If a Corporate Seal is not affixed, this document must be notarized. If neither is done, this entire bid will be deemed non-responsive and rejected.

Subscribed and Sworn to

Before me this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_\_\_.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CERTIFICATION OF CONTRACTOR NON-EXCLUSION**

This certification applies to a sole proprietor or any bidding entity or any individual partner, incorporator, director, manager, officer, organizer, or member, who has at least ten (10) percent ownership in the bidding entity, for consideration of award of contracts.

A conviction of or a plea of guilty or no contest to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

a. Public bribery

b. Corrupt influencing

c. Extortion

d. Money laundering

A conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five (5) years from the date of conviction of from the date of entrance of the plea of guilty or no contest.

a. Theft

b. Identity theft

c. Theft of a business record

d. False accounting

e. Issuing worthless checks

f. Bank fraud

g. Forgery

h. Contractors; misapplication of payments

i. Malfeasance in office

The five-year prohibition shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of LA R.S. Title 38, Chapter 10 – Public Contracts.

Should the information be discovered about a bidding entity that would be cause for debarment, suspension, exclusion, or determination of ineligibility for award or contract, HASB shall report and submit supporting documentation to the applicable regulatory agency.

I hereby attest that I have not been convicted of or have not entered a plea of guilty or nolo contender to any of the crimes listed above or equivalent crimes.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**FEE PROPOSAL FORM**

Fees should include each cost element (labor, materials, equipment, travel, overhead, profit, administration fees, etc.) associated with the provision of all services requested. Also provide and attach to the completed Fee Proposal Form, a detailed cost breakdown and narrative explaining each cost element.

Contractors shall provide a unit price for each type of inspection service, and a monthly cost to access and maintain the website as outlined below:

|  |  |  |
| --- | --- | --- |
| Description of Service | Estimated Quantity/Year | Unit Price |
| Initial Inspection | 600 | $ /EA |
| Annual Inspection | 2,200 | $ /EA |
| Reinspection | 1,000 | $ /EA |
| Quality Control Inspection | 250 | $ /EA |
| Special Inspections | 100 | $ /EA |
| No Shows | 700 | $ /EA |

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signatory Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_