

Request for Proposal National Standards for the Physical Inspection of Real Estate (NSPIRE)

The Housing Authority of the Village of Oak Park (hereinafter, "HA") is a public entity that was formed in 1946 to provide housing for returning veterans of World War II. Today, the Housing Authority of the Village of Oak Park provides federally subsidized housing and housing assistance to low-income families within the Village of Oak Park. The HA is headed by an executive director and is governed by a seven-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the HA's procurement policy.

Currently, the HA manages 198 units of public housing and administers a total of 487 Section 8 Housing Choice Vouchers, for a total of 675 potential units assisted. The HA currently has approximately 10 full-time employees. In keeping with its mandate to provide efficient and effective services, the HA is now soliciting proposals from qualified, licensed, and insured entities to provide National Standards for the Physical Inspection of Real Estate (NSPIRE) Inspections and Rent Reasonableness Determinations for its Housing Choice Voucher Program.

All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in their entirety.

RFP INFORMATION AT A GLANCE

HA CONTACT PERSON:

LaTaunda Cobb, (708) 386-9322 Ext. 135, lcobb@oakparkrc.com

HOW TO OBTAIN THE RFP DOCUMENTS ON OPHA'S WEBSITE:

1. Access www.oakparkha.org
2. Click on "About OPHA" and locate "Notices – Announcements – RFPs – RFQs" option on the left side to access the procurement page.
3. Click on the RFP link for this solicitation.

If you have any problems in accessing the RFP on the website, please call LaTaunda Cobb (708) 386-9322 Ext. 135

DEADLINE FOR QUESTIONS:

Questions should be submitted in writing by 5:00 PM CST on Friday, January 03, 2025; addenda to the RFP will be issued as necessary.

HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL:

As instructed within Section 3.0 of the RFP document, submit Original + 2 copies of your "hard copy" proposal to the HA Procurement Department.

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PROPOSAL SUBMITTAL DEADLINE Friday, January 10, 2025, 5:00 PM CST

Housing Authority of the Village of Oak Park
21 South Blvd.
Oak Park, IL 60302

The "hard copy" proposal must be received in-hand and time stamped by the HA no later than 5:00 pm on this date.

ANTICIPATED COMMENCEMENT OF WORK Goal is **Monday March 03, 2025.**

1.0 HA'S RESERVATION OF RIGHTS:

1.1 The HA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HA to be in its best interests.

1.2 The HA intends to award one or more contracts to the responsible respondent(s) submitting the proposal(s) which is/are most advantageous to the HA based on compliance with this RFP and Addenda. The HA reserves the right to make a partial award, split award, or no award.

1.3 The HA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).

1.4 The HA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the HA Procurement Officer (PO).

1.5 The HA reserves the right to negotiate the fees proposed.

1.6 The HA reserves the right to require the proposer to submit financial statements.

1.7 The HA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

1.8 The HA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

1.9 The HA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.

1.10 The HA shall reserve the right to, at any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the internet site and downloading this document or otherwise obtaining this document, each

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prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document (or included by reference) and within the noted Internet site, and further agrees that he/she will inform the HA PO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the HA, but not the prospective proposer, of any responsibility pertaining to such an issue.

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): The HA is seeking proposals from qualified and licensed entities to provide the detailed National Standards for the Physical Inspection of Real Estate (NSPIRE) Inspections and Rent Reasonableness Determinations services described below. Offerors must submit a proposal that includes all required NSPIRE inspections. The HA intends these specifications to set forth and convey to prospective offerors the general type, character, and quality of the NSPIRE inspection services desired.

2.1 General Requirements:

2.1.1 Statement of Need: The HA is requesting proposals from prospective offerors to perform all NSPIRE inspections for approximately **550 Housing Choice Vouchers** (maybe less) which may include initial, annual, quality control, complaint, and rent increase request inspections under the HA's Housing Choice Voucher Program. These inspections are to be performed in accordance with National Standards for the Physical Inspection of Real Estate protocol and guidelines as outlined by the U.S. Department of Housing and Urban Development and the HA's Administrative Plan. Inspectors will conduct the NSPIRE inspection with a hand-held computer that will be provided by the HA and will provide a detailed report indicating the results of all inspections performed that day.

In addition, the Contractor will be required to prepare rent reasonableness certifications and reports for new and renewal rent. The HA will be responsible for providing the Contractor with comparable units by Oak Park 12 Census Tract Areas.

2.1.1.1 The Contractor will perform annual, quality control, complaint, and rent increase request NSPIRE Inspections by completing each inspection using an Apple iPad tablet (or similar device that will be provided by the HA). The HA uses Yardi Inspections system to assist in the scheduling, monitoring and tracking and letter and reporting writing of the units that are under the HA's Housing Choice Voucher Program. The Yardi Inspections system utilizes the short version of the HUD Housing Choice Voucher Program NSPIRE Checklist. Also, the Contractor will perform initial NSPIRE Inspections, completing for each inspection the long version of the HUD Housing Choice Voucher Program NSPIRE checklist.

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2.1.1.2 Inspectors must provide daily printed reports of any health and safety deficiencies that are life threatening (LT) by 4:00 p.m. on the date of inspection.

2.1.1.3 The HA will provide a methodology for the electronic transmission of inspection results and correspondence between the HA and landlords and voucher holders. The Contractor may be asked to assist in the electronic transmission. For initial inspections, the Contractor must provide a methodology to transmission of inspection results and correspondence between the HA and landlords and voucher holders.

2.1.1.4 The HA will provide a methodology to upload and download all inspection results to the agency's program management software, The Yardi Inspections Software Program, or, in the absence of the ability to directly upload and/or download, the Contractor must manually enter the data into the HA's system database.

2.1.1.5 The HA will manage all inspection-related correspondence and communications. The HA will be responsible for creating and managing all inspection scheduling including notifications to tenants and landlords.

2.1.1.6 Recommendation to abate will be provided by daily report to the HA from the Contractor. Only the HA will have the authority to place or remove abatements to landlord and/or tenant payments.

2.1.1.7 All annual inspections must be completed no later than 12 months from the last completed annual inspection date for each unit (voucher holder).

2.1.1.8 Contractor should have a website presence with a secure portal for communication between the OPHA and the landlords for the purpose of allowing landlords and the HA the opportunity to review all schedules for inspection, inspection results, and other correspondence and information. This item will be strongly considered in the scoring of all proposals.

2.2 Ownership: All deliveries and/or other products of the contract (including but not limited to all purchases, solicitation packages, reports, records, summaries, software documentation, and other matter and materials prepared or developed by the Contractor in performance of this contract) shall be the sole, absolute, and exclusive property of the HA, free from any claim or retention of rights thereto on the part of the Contractor, its agents, subcontractors, officers or employees.

2.3 Acceptance: Determination of acceptability of Contractor's work will be made by the HA. Work shall be completed in a responsible professional manner in accordance with the specifications, schedules, or performance/operating standards incorporated in the contract.

2.4 Special Terms and Conditions:

Minimum Requirements of Offeror:

2.4.1.1 The Contractor must be able to accept an assignment of work from the Contract Administrator within 30 days of commencement of the contract.

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2.4.1.2 Each Inspector assigned by the Contractor to perform NSPIRE Inspections under this contract shall have at least one year experience performing National Standards for the Physical Inspection of Real Estate Inspections and be certified to perform NSPIRE inspections. Acceptable certifying organizations include the U.S. Department of Housing and Urban Development (HUD), the National Association of Housing and Redevelopment Officials (NAHRO), the National Center for Housing Management (NCHM), Nan McKay & Associates. NSPIRE Inspection certifications from other nationally recognized public housing industry trainers will be considered. Document the required experience and certification by attaching a certificate and resume for each Inspector proposed to service HA's contract to the "Statement of Offeror's Qualifications," Attachment J.

2.4.1.3 The Contractor must maintain Errors and Omissions insurance coverage with a limit of not less than \$300,000 per occurrence throughout the contract term. Document the required E&O insurance coverage by attaching a copy of the current insurance certificate to the "Statement of Offeror's Qualifications," Attachment J.

2.4.1.4 Inspections must be performed between 8:30 a.m. and 5:00 p.m. Monday through Friday excluding HA holidays.

2.4.1.5 Inspectors must be professional, courteous, and experienced when working with residents, landlords and HA staff.

2.5 Miscellaneous:

2.5.1 It is not the intent of these specifications to describe the means or methods to be selected by the Contractor or all of the minor items of workmanship and materials that may be required. However, the Contractor shall furnish, though not specified or shown, all materials and apparatus which is customary for work of this type (including digital photos, if necessary).

2.5.2 Should any discrepancy in the quantity or specifications be discovered that might hinder the execution of work as specified, Contractor shall report it at once to the HA in writing.

2.5.3 The HA will not provide any HA staff to assist the contractor in performing their scheduled work.

3.0 PROPOSAL FORMAT: An original proposal and two (2) copies must be submitted and include the following components:

1. Letter of interest
2. Demonstration of the firm's understanding of the scope of work and experience with conducting National Standards for the Physical Inspection of Real Estate Inspections.
3. Evidence of the firm's capacity to perform the work.
4. Profiles of the firm's principals, staff, and facilities.
5. Summary of the scope of services that the firm can provide.

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3.1 Tabbed Proposal Submittal: The HA intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value” in that the HA will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the HA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the following noted sequence. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HA has published herein or has issued by addendum.

3.1.1 (Tab #1) Proposal Form: This form is attached hereto as Attachment A to this RFP document. This 2-page form must be fully completed, executed where provided thereon, and submitted under this tab as a part of the proposal submittal.

3.1.2 (Tab #2) Form HUD-5369-C (8/93), *Certifications and Representations of Offerors, Non-Construction Contract*: This form is attached hereto as Attachment H to this RFP document. This 2-page form must be fully completed, executed where provided thereon, and submitted under this tab as a part of the proposal submittal.

3.1.3 (Tab #3) Proposed Services: As more fully detailed within Section 2.0, *Scope of Work/Technical Specifications*, of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:

3.1.3.1 As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposing firm’s Financial Soundness and Stability.

3.1.3.2 As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer’s Demonstrated Professional and Technical Competence as verified by reference checks or other means.

3.1.3.3 As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer’s Demonstrated Experience with projects similar in size and type, particularly public housing.

3.1.3.4 As detailed within Section 4.1, Evaluation Factor No. 5, herein, the proposer’s Detailed Plan and Methodology (including staffing of key positions, method of assigning work, and procedures for maintaining level of service, etc.).

3.1.3.5 Evidence that the proposer is qualified under the State of Illinois licensing requirements. (Attachment I)

3.1.3.6 If appropriate, how staff are retained, screened, trained, and monitored.

3.1.3.7 The proposer’s quality control program.

3.1.3.8 An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written, fax, internet, etc.).

3.1.3.9 A complete description of the products and services the firm provides.

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3.1.4 (Tab #4) STATEMENT OF OFFEROR'S QUALIFICATIONS: This form is attached hereto as Attachment J to this RFP document. The proposing entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services. Such information shall include the proposer's qualifications to provide the services, a description of their background, and current organization of the firm.

3.1.5 (Tab #5) Client Information: The proposer shall submit a listing of three (3) or more former or current clients (other than the HA), including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:

3.1.5.1 The client's name;

3.1.5.2 The client's contact name;

3.1.5.3 The client's telephone number;

3.1.5.4 A brief description and scope of the service(s) and the dates the services were provided;

3.1.6 (Tab #6) Required Certifications: The proposer must submit under this tab all other certifications and forms which are attached to the RFP and required by the HA and/or HUD (See Section 3.5). The proposer may submit its own Equal Opportunity Employment and Affirmative Action policies and goals and any history of employing minorities, women, and low-income individuals, especially in professional positions. If the proposer does not have such written policies, the forms attached may be executed showing compliance to the HA's minimum standards.

3.1.7 (Tab #7) Other Information (Optional Item): The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HA in its evaluation.

3.1.8 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place thereunder a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any tabs.

3.1.9 Binding Method: It is preferable and recommended that the proposer bind the submittal in such a manner that the HA can, if needed, remove the binding (i.e. comb-type, etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies and then return the proposal submittal to its original condition.

3.2 Fixed Fee Schedule: The proposed fees shall be entered on the Fixed Fee Schedule (Attachment B) and submitted in a separate sealed envelope submitted with the proposal. The Fixed Fee Schedule will allow the proposer to multiply the cost per inspection by the average number of inspections anticipated in each year to reach a Total Annual Amount for each category of inspection, the sum of which becomes the Total Base Proposal proposed to complete the work. This will be used as a NOT TO EXCEED AMOUNT for the contract. Compensation will be given only for the actual work performed. Do not submit, enter, or refer to any fees or costs within the tabbed "hard copy" proposal submitted; any proposer that does so will be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the Contractor will incur to provide the noted services, including but not

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limited to: employee wages and benefits, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, clerical support, etc.

3.2.1 Entry of Unit Costs: Each proposer must enter on the Fixed Fee Schedule (Attachment B) the proposed fee per inspection. The Contractor is to provide all necessary and requested inspections for all vouchers, and pricing is to be given as a Per Inspection Fee, taking all potential inspections and costs into consideration. The proposer shall calculate the listed quantity (Average Per Year) multiplied by the proposed Per Inspection Fee entered to arrive at a Total Annual Amount per inspection type. The ensuing sum of all Total Annual Amounts will be the Total Base Proposal for the proposed work for a **one-year contract**.

3.2.2 Additional Related Work That May Be Required: Please note that if the HA decides that it will/must retain the Contractor to perform any additional related work, the HA will determine if that work may be added as an amendment to this contract or must be solicited separately. To amend the contract, an equitable adjustment will be made in the cost of the contract to include such additional work.

3.2.2.1 If the Contractor believes that a change in or addition to work is beyond the general scope of the agreement, it must notify the HA in writing within 10 days of being notified to begin such work. The final administrative authority in settling such disputes shall rest with the HA.

3.3 Proposal Submission: All proposals must be submitted and time-stamped received in the OPHA's Main Office by no later than the submittal deadline stated herein (or within any ensuing addendum). *A total of 1 original signature copy (marked "ORIGINAL") and 2 exact copies (each of the 3 proposal submittals shall have a cover and extending tabs) of the proposal, along with the Fixed Fee Schedule in a separate sealed envelope, shall be placed unfolded in a sealed package and addressed to:*

Housing Authority of the Village of Oak Park
Attention: RFP for Inspections **RFP# 2024 – 1**
21 South Blvd.
Oak Park, IL 60302

The package exterior must clearly denote the above noted RFP number and name, the date and time proposals are due, and the proposer's name and return address. Proposals submitted after the published deadline will not be accepted.

3.3.1 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations, or requirements are entered on any of the documents that are submitted to the HA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the HA decides that any such entry has not changed the intent of the proposal that the HA intended to receive, the HA may accept the

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proposal and the proposal shall be considered by the HA as if those additional marks, notations or requirements were not entered on such. By registering as a recipient of the RFP documents, each prospective proposer is thereby agreeing to confirm all notices that the HA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addenda pertaining to this RFP.

3.3.2 Submission Responsibilities: It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the HA, including the RFP document, the documents listed within the following Section 3.5, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all the conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the OPHA to exclude any of the HA requirements contained within the documents may cause that proposer to not be considered for award.

3.4 Proposer's Responsibilities:

3.4.1 Contact With the HA: It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the HA PO or Purchasing Agent only. Proposers must not make inquiry or communicate with any other HA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be the cause for the HA to not consider a proposal received from any offeror who may have not abided by this directive.

3.4.2 Addenda: All questions and requests for information must be addressed in writing to the HA PO by **5:00 p.m. CDT on Friday January 03, 2025**. The HA PO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals of record that have obtained the RFP Documents). During the RFP solicitation process, the HA PO will NOT conduct any *ex parte* (a substantive conversation - "substantive" meaning, when decisions pertaining to the RFP are made - between the HA and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the HA PO or Purchasing Agent - it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the HA PO or Purchasing Agent may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the HA PO may more fairly respond to all prospective proposers in writing by addendum.

3.4.3 Notification of No Proposal: Potential offerors who receive this RFP and do not wish to submit a proposal are requested to reply with a letter or e-mail stating such on or before the date and time set forth for the receipt of proposals.

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3.5 Recap of Attachments: It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby included by reference as a part of this RFP:

3.5.1 (Attachment A) Proposal Form

3.5.2 (Attachment B) Fixed Fee Schedule

3.5.3 (Attachment C) Form HUD-5369-B (8/93), *Instructions to Offerors, Non-Construction*

3.5.4 (Attachment D) *HA Instructions to Proposers for Service Contracts*

3.5.5 (Attachment E) Contract Form. (This contract is being given as a sample only - the HA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HA feels are in its best interests to do so.)

3.5.6 (Attachment F) Form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I*

3.5.7 (Attachment G) Mandatory Clauses

3.5.8 (Attachment H) Form HUD-5369-C (07/1996), *Certifications and Representations of Offerors, Non-Construction Contract*

3.5.9 (Attachment I) Statement of License Certificate

3.5.10 (Attachment J) Statement of Offeror's Qualifications

3.5.11 (Attachment K) *NPIRE HCV/PBV Inspection Checklist Form, Housing Choice Voucher Program*

3.5.12 (Attachment L) Additional Forms/Certifications Required to be Submitted:

- 1) Noncollusion Affidavit of Prime Offeror
- 2) Certification Regarding Debarment & Suspension
- 3) Corporate or Partnership Certificate
- 4) Equal Employment Opportunity Form
- 5) Affirmative Action Plan
- 6) Section 3 Clause Signature Form
- 7) Certification for a Drug-Free Workplace (HUD-50070)
- 8) Certification of Payments to Influence Federal Transactions (HUD-50071)

4.0 PROPOSAL EVALUATION:

4.1 Evaluation Factors: The following factors will be utilized by the evaluation committee appointed by the HA to evaluate each proposal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal. The application and interpretation of these criteria are solely within the discretion of OPHA. The listed criteria will be used in the evaluation of the following: written submissions of the firm's qualifications, references from previous clients, and the responses of the firms during final selection interviews.

1 (25 points Max) Objective The **PROPOSED COST** of services. (To Be Negotiated)

2 (15 points Max) Subjective The proposer's **FINANCIAL SOUNDNESS** and stability of the firm.

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3 (20 points Max) Subjective (Technical) The proposer's **PROFESSIONAL AND TECHNICAL COMPETENCE** – All proposals shall include information on crew size, licenses, experience, and equipment, and three (3) or more references other than OPHA for previous similar type contracts to include address, telephone number, and contact person.

4 (20 points Max) Subjective (Technical) The proposer's **EXPERIENCE** with projects similar in size and type, particularly public housing.

5 (20 points Max) Subjective (Technical) The proposer's **DETAILED PLAN AND METHODOLOGY** to perform inspection services and provide required reports for this project, including a web presence as discussed in the Scope of Work, Section 2.1.1.8.

100 points Total Points

4.2 Evaluation Method:

4.2.1 Initial Evaluation for Responsiveness: Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

4.2.2 Evaluation Packet: An evaluation packet will be prepared for each evaluator including the following documents:

4.2.2.1 Instructions to Evaluators;

4.2.2.2 Proposal Tabulation Form;

4.2.2.3 Copy of all pertinent RFP documents.

4.2.3 Evaluation Committee: The HA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.4 of this document, the HA PO or Purchasing Agent are the only persons at the HA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may cause such proposer(s) to be eliminated from consideration for award.

4.2.4 Evaluation: The HA PO will evaluate and award points pertaining to Evaluation Factor No. 1. The appointed evaluation committee, independent of the HA PO or any other person at the HA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors Nos. 2, 3, 4, and 5. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the HA PO.

4.2.5 Determination of Top-Ranked Proposer: The points awarded by the evaluation committee shall be combined with the points awarded by the HA PO to determine the final rankings, which shall be forwarded by the HA PO to the HA Executive Director (ED) for approval.

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4.2.6 Award Recommendation: As detailed within the following Section 5.1.1, if the ensuing contract award is \$100,000 or greater, the final rankings will be forwarded to the HA Board of Commissioners (BOC) at their next regularly scheduled meeting for approval. The HA BOC will then make its determination as to whether or not to follow the evaluation committee's recommendation. Contract price negotiations may, at the HA's option, be conducted prior to and/or after the BOC approval.

4.2.7 Notice of Results of Evaluation: If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

4.2.7.1 Which proposer received the award;

4.2.7.2 Where each proposer placed in the process as a result of the evaluation of the proposals received;

4.2.7.3 Each proposer's right to a debriefing and to protest.

4.2.8 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the HA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HA evaluation committee.

4.2.9 Minimum Evaluation Results: To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 100 total possible points detailed within Section 4.1 herein).

5.0 CONTRACT AWARD:

5.1 Contract Award Procedure: If a contract (or contracts) is awarded pursuant to this RFP, the following detailed procedures will be followed:

5.1.1 It is anticipated that upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the HA PO. The HA PO will formulate and forward to the HA ED for approval a written award recommendation. The HA ED will review the recommendation and, if in agreement, take the award recommendation to the HA BOC at a scheduled board meeting for approval (typically only for contracts with a total value equal to or greater than \$100,000). If so, the HA BOC will then make its determination of whether or not to follow the committee's recommendation. If the recommendation is followed and the top-rated proposer is approved for award, all proposers will, as detailed within Section 4.2.7 above, receive a Notice of Results of Evaluation. Contract price negotiations may, at the HA's option, be conducted prior to and/or after the Board approval. After review and contract award, evaluation documents shall be open for public inspection.

5.2 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this RFP:

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5.2.1 Contract Form: See Sample Contract, Attachment E, and *General Conditions for Non-Construction Contracts, Section I (HUD-5370-C)*, Attachment F. By submitting a proposal, the successful proposer thereby agrees to abide by all terms and conditions listed within the contract form and general conditions. (Please note that the HA reserves the right to amend this form as the HA deems necessary.) However, the HA will consider any contract clauses that the proposer wishes to include therein, but the failure of the HA to include such clauses does not give the successful proposer the right to refuse to execute the HA's contract form. It is the responsibility of each prospective proposer to notify the HA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the HA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.2 Assignment of Personnel: The HA shall retain the right to demand and receive a change in personnel assigned to the work if the HA believes that such change is in the best interest of the HA and the completion of the contracted work.

5.2.3 Unauthorized Subcontracting Prohibited: The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including but not limited to, selling or transferring the contract) without the prior written consent of the HA PO. Any purported assignment of interest or delegation of duty, without the prior written consent of the HA PO shall be void and may result in the cancellation of the contract with the HA or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract, as determined by the HA PO.

5.3 Contract Period: The HA intends to award one or more contracts, each for an initial period of one (1) year. Upon completion of the initial contract period, the HA may elect, at its sole discretion, to renew each contract for one or two (2) additional years at a time for up to four additional years, for a potential total term of five (5) years.

5.4 Licensing and Insurance Requirements: Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:

5.4.1 An original certificate evidencing the proposer's current workers compensation insurance carrier and coverage amount.

5.4.2 An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Oak Park Housing Authority as an additional insured under-said policy (minimum of \$1,000,000 each occurrence);

5.4.3 An original certificate showing the proposer's automobile insurance coverage on owned or non-owned vehicles in a combined single limit of \$500,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance

REQUEST FOR PROPOSAL NSPIRE Inspections

coverage with limits of no less than \$50,000/\$100,000 and medical payment of \$5,000.

5.4.4 An original certificate showing the proposer's Errors and Omissions insurance coverage with a limit of not less than \$300,000 per occurrence throughout the contract term.

5.4.5 If any such insurance is due to expire during the Contract period, the contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the HA. All certificates of insurance, as evidence of coverage, shall state that no coverage may be canceled or non-renewed by the insurance company until at least **thirty (30) days** prior written notice has been given to the HA. All Certificates of Insurance must **list Oak Park Housing Authority as "Additional Insured," list the sites/work (including contract/purchase order number), and be originals.**

5.4.6 A copy of the proposer's business license allowing that entity to provide such services within the Village of Oak Park and/or County of Cook, Illinois;

5.4.7 A copy of the proposer's license issued by the state where the proposer is located and by the State of Illinois licensing authority allowing the proposer to provide the services detailed herein.

5.5 Right to Negotiate Final Services/Fees: The OPHA may not necessarily proceed with an award based on the initial proposals received and reserves the right to discuss contents of such proposals to obtain additional information and to negotiate changes in the proposal. The OPHA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the OPHA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the OPHA evaluation committee has chosen a top-rated proposer. If such negotiations are not, in the opinion of the OPHA, successfully concluded within 5 business days, the OPHA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The OPHA prefers to make only one award. However, because of the complexity of the HA's needs, the OPHA reserves the right to negotiate with and make an award to more than one proposer (separate contracts) based on any logical separation that results in the best value to OPHA, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top rated first, then next-rated following until a successful negotiation is reached). Contract award(s) will be made on the basis of the most advantageous proposal(s) to OPHA as determined by evaluating proposals in accordance with the Evaluation Process. OPHA reserves the right to determine whether a differential between offers represents any actual significant difference in technical merit. If it is determined that there is not a significant difference in technical merit, OPHA reserves the right to make an award solely on price.

5.6 Contract Service Standards: All work performed pursuant to this RFP must conform and comply with all applicable local, state and Federal laws.

REQUEST FOR PROPOSAL NSPIRE Inspections

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PROPOSAL FORM

PROFESSIONAL SERVICES TO PROVIDE HOUSING QUALITY STANDARD INSPECTIONS

Respondents to the HA Request for Proposals (RFP) for Professional Services to Provide National Standards for the Physical Inspection of Real Estate (NSPIRE) Inspections, must complete and submit this Proposal Form. An original and two (2) copies of this form and all attachments must be provided with the contractor's proposal.

Offerors must provide all certifications as requested in the RFP behind the specified tab. If more room is needed for a response to any request, please attach a sheet directly behind the pertinent page of the form and identify your response.

Any additional information that the Offeror deems necessary to submit other than that requested in the RFP should be enclosed in the Offeror's proposal behind Tab #7.

Offerors not using this form to respond will not be considered during the evaluation process.

The OPHA reserves the right to request oral information or additional written documentation to supplement any or all written proposals.

An official authorized to sign and negotiate on behalf of the firm submitting this proposal must sign this form below. Proposals must be valid for a period of at least 60 days.

In submitting this proposal, it is understood that the right is reserved by the HA to reject any and all proposals or to waive any informality in the proposals. If written notice of the acceptance of this proposal is delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required insurance certifications no later than ten (10) days after the "Notice of Award or Intent to Award.

The penalty for making false statements in any offer is prescribed in 18 U.S.C. 1001.

(Proposer)

(Street Address)

(City/State/Zip)

(Telephone/FAX)

(E-Mail Address)

(State License No.)

(Federal I.D. and/or SSN)

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certifications and Representations of Offerors Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official		Title
Signature		Date
X		

NSPIRE HCV/PBV INSPECTION CHECKLIST

PHA:	Address of Unit:
Family Identifier:	Owner:
Any children under 6 reside or expected to reside in the unit? (Y/N):	Owner Contact Information:
Inspector:	Housing Type:
Date of Inspection:	Year Constructed:
Type of Inspection:	Number of Bedrooms:

Summary Decision on Unit (Pass/Fail):

Health & Safety Designation	Correction Timeframe (P/F)
LT	Life-Threatening - 24 Hours (Fail)
S	Severe - 30 Days (Fail)
M	Moderate - 30 Days (Fail)
L	Low - N/A (Pass)

*Affirmative Habitability Requirement per 24 CFR 5.703(d) and NSPIRE Final Rule

Mark all that apply:

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Address and Signage	Address, signage, or building identification codes are broken, illegible, or not visible.	S <input type="checkbox"/>	L <input type="checkbox"/>	M <input type="checkbox"/>	
Bathtub and Shower	Only 1 bathtub or shower is present and it is inoperable or does not drain.	S <input type="checkbox"/>	L <input type="checkbox"/>		
	A bathtub or shower is inoperable or does not drain and at least 1 bathtub or shower is present elsewhere that is operational.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Bathtub component or shower component is damaged, inoperable, or missing such that it may limit the resident's ability to maintain personal hygiene.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Bathtub component or shower component is damaged, inoperable, or missing and it does not limit the resident's ability to maintain personal hygiene.	L <input type="checkbox"/>			
	Bathtub or shower cannot be used in private.*	*M <input type="checkbox"/>	M <input type="checkbox"/>		
Cabinet and Storage	Food storage space is not present.*	*M <input type="checkbox"/>			
	Storage component is damaged, inoperable, or missing.	M <input type="checkbox"/>	L <input type="checkbox"/>		
Call-For-Aid System	System is blocked, or pull cord is higher than 6 inches off the floor.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	System does not function properly.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
Carbon Monoxide	Carbon monoxide alarm is missing, not installed, or not installed in a proper location.*	LT <input type="checkbox"/>			
	Carbon monoxide alarm is obstructed.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Carbon monoxide alarm does not produce an audio or visual alarm when tested.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
Ceiling	Ceiling has an unstable surface.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Ceiling has a hole.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Ceiling component(s) is not functionally adequate.	S <input type="checkbox"/>	S <input type="checkbox"/>		
Chimney	A visually accessible chimney, flue, or firebox connected to a fireplace or wood-burning appliance is incomplete or damaged such that it may not safely contain fire and convey smoke and combustion gases to the exterior.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Chimney exhibits signs of structural failure.			LT <input type="checkbox"/>	

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Clothes Dryer Exhaust Ventilation	Electric dryer transition duct is detached or missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Gas dryer transition duct is detached or missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Electric dryer exhaust ventilation system has restricted airflow.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Dryer transition duct is constructed of unsuitable material.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Gas dryer exhaust ventilation system has restricted airflow.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Exterior dryer vent cover, cap, or a component thereof is missing.			L <input type="checkbox"/>	
Cooking Appliance	Cooking range, cooktop, or oven does not ignite or produce heat.	S <input type="checkbox"/>	L <input type="checkbox"/>		
	Cooking range, cooktop, or oven component is damaged or missing such that the device is unsafe for use.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Primary cooking appliance is missing.*	*M <input type="checkbox"/>			
	A microwave is the primary cooking appliance and it is damaged.	S <input type="checkbox"/>			
	A burner does not produce heat, but at least 1 other burner is present on the cooking range or cooktop and does produce heat.	M <input type="checkbox"/>	M <input type="checkbox"/>		
Door - Entry	Entry door will not open.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door will not close.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door self-closing mechanism is damaged, inoperable, or missing.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Hole, split, or crack that penetrates completely through entry door.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door is missing.	LT <input type="checkbox"/>	S <input type="checkbox"/>		
	Entry door surface is delaminated or separated.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door frame, threshold, or trim is damaged or missing.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door seal, gasket, or stripping is damaged, inoperable, or missing.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door component is damaged, inoperable, or missing and it does not limit the door's ability to provide privacy or protection from weather or infestation.	L <input type="checkbox"/>	L <input type="checkbox"/>		
Entry door cannot be secured.	S <input type="checkbox"/>	M <input type="checkbox"/>			
Door - Fire	Fire labeled door does not open.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	Fire labeled door does not close and latch or the self-closing hardware is damaged or missing such that the door does not self-close and latch.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	Fire labeled door assembly has a hole of any size or is damaged such that its integrity may be compromised.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	Fire labeled door seal or gasket is damaged or missing.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	An object is present that may prevent the fire labeled door from closing and latching or self-closing and latching.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	Fire labeled door cannot be secured.	S <input type="checkbox"/>	M <input type="checkbox"/>		
Fire labeled door is missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>			
Door - General	A passage door does not open.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	A passage door component is damaged, inoperable, or missing and the door is not functionally adequate.	L <input type="checkbox"/>	L <input type="checkbox"/>		
	A door that is not intended to permit access between rooms has a damaged, inoperable, or missing	L <input type="checkbox"/>			
	An exterior door component is damaged, inoperable, or missing.			M <input type="checkbox"/>	

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Drain	Drain is fully blocked.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
Egress	Obstructed means of egress.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Sleeping room is located on the 3rd floor or below and has an obstructed rescue opening.	LT <input type="checkbox"/>			
	Fire escape access is obstructed.	LT <input type="checkbox"/>			
Electrical - Conductor, Outlet, and Switch	Outlet or switch is damaged.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Testing indicates a three-pronged outlet is not properly wired or grounded.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	Outlet does not have visible damage and testing indicates it is not energized.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	Exposed electrical conductor.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Water is currently in contact with an electrical conductor.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
Electrical - GFCI/AFCI	GFCI outlet or GFCI breaker is not visibly damaged and the test or reset button is inoperable.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	AFCI outlet or AFCI breaker is not visibly damaged and the test or reset button is inoperable.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	An unprotected outlet is present within six feet of a water source.*	*S <input type="checkbox"/>	*S <input type="checkbox"/>	*S <input type="checkbox"/>	
Electrical - Service Panel	Electrical service panel is not readily accessible.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	The overcurrent protection device is damaged.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	The overcurrent protection device is contaminated.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
Elevator	Elevator is inoperable.		M <input type="checkbox"/>		
	Elevator door does not fully open and close.		M <input type="checkbox"/>		
	Elevator cab is not level with the floor.		M <input type="checkbox"/>		
	Safety edge device has malfunctioned or is inoperable.		M <input type="checkbox"/>		
Exit Sign	Exit sign is damaged, missing, obstructed, or not adequately illuminated.		LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Fence and Gate	Fence component is missing.			M <input type="checkbox"/>	
	Gate does not open, close, latch, or lock.			M <input type="checkbox"/>	
	Fence demonstrates signs of collapse.			M <input type="checkbox"/>	
Fire Escape	Fire escape component is damaged or missing.			LT <input type="checkbox"/>	
Fire Extinguisher	Fire extinguisher pressure gauge reads over or under-charged.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Fire extinguisher service tag is missing, illegible, or expired.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Fire extinguisher is damaged or missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Flammable and Combustible Item	Flammable or combustible item is on or within 3 feet of an appliance that provides heat for thermal comfort or a fuel-burning water heater. OR Improperly stored chemicals.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Floor	Floor substrate is exposed.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Floor component(s) is not functionally adequate.	M <input type="checkbox"/>	M <input type="checkbox"/>		
Food Preparation	Food preparation area is not present.*	*M <input type="checkbox"/>			
	Food preparation area is damaged or is not functionally adequate.	M <input type="checkbox"/>	M <input type="checkbox"/>		

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Foundation	Foundation is cracked.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Foundation has exposed rebar or foundation is spalling, flaking, or chipping.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Foundation is infiltrated by water.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Foundation support post, column, beam, or girder is damaged.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Foundation vent cover is missing or damaged.			M <input type="checkbox"/>	
Garage Door	Garage door has a hole.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Garage door does not open, close, or remain open or closed.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
Guardrail	Grab bar is not secure.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Guardrail is missing or not installed.*	*LT <input type="checkbox"/>	*LT <input type="checkbox"/>	*LT <input type="checkbox"/>	
	Guardrail is not functionally adequate.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Handrail	Handrail is missing.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Handrail is not secure.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Handrail is not functionally adequate.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Handrail is not installed where required.		L <input type="checkbox"/>	L <input type="checkbox"/>	
HVAC	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is not working or the permanently installed heating source is working and the interior temperature is below 64 degrees Fahrenheit.*	*LT <input type="checkbox"/>			
	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is working and the interior temperature is 64 to 67.9 degrees Fahrenheit.*	*S <input type="checkbox"/>			
	Air conditioning system or device is not operational.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Unvented space heater that burns gas, oil, or kerosene is present.*	*LT <input type="checkbox"/>	*LT <input type="checkbox"/>		
	Combustion chamber cover or gas shutoff valve is missing from a fuel burning heating appliance.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Heating system or device safety shield is damaged or missing.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	The inspection date is on or between April 1 and September 30 and a permanently installed heating source is damaged, inoperable, missing, or not installed.*	*M <input type="checkbox"/>	*M <input type="checkbox"/>		
	Fuel burning heating system or device exhaust vent is misaligned, blocked, disconnected, improperly connected, damaged, or missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
The inspection date is on or between October 1 and March 31 and the permanently installed heating source is inoperable.		M <input type="checkbox"/>			
Infestation	Evidence of cockroaches.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Extensive cockroach infestation.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Evidence of bedbugs.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Extensive bedbug infestation.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Evidence of mice.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Extensive mouse infestation.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Evidence of rats.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Extensive rat infestation.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	Evidence of other pests.	M <input type="checkbox"/>	M <input type="checkbox"/>		

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Leak - Gas/Oil	Natural gas, propane, or oil leak.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Leak - Sewage	Blocked sewage system.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	Leak in sewage system.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	Cap to the cleanout or pump cover is detached or missing.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Cleanout cap or riser is damaged.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
Leak - Water	Environmental water intrusion.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Plumbing leak.	M <input type="checkbox"/>	M <input type="checkbox"/>	L <input type="checkbox"/>	
	Fluid is leaking from the sprinkler assembly.	M <input type="checkbox"/>	M <input type="checkbox"/>	L <input type="checkbox"/>	
Lighting - Auxiliary	Auxiliary lighting is damaged, missing, or fails to illuminate when tested.		S <input type="checkbox"/>	S <input type="checkbox"/>	
Lighting - Exterior	A permanently installed light fixture is damaged, inoperable, missing, or not secure.			M <input type="checkbox"/>	
Lighting - Interior	A permanently installed light fixture is inoperable.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	A permanently installed light fixture is not secure.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	At least one (1) permanently installed light fixture is not present in the kitchen and bathroom.*	*M <input type="checkbox"/>	*M <input type="checkbox"/>		
Litter	Litter is accumulated in an undesignated area.		M <input type="checkbox"/>	L <input type="checkbox"/>	
Minimum Electrical and Lighting	At least two (2) working outlets are not present within each habitable room. OR At least one (1) working outlet and one (1) permanently installed light fixture is not present within each habitable room.*	*M <input type="checkbox"/>			
Mold-Like Substance	Presence of mold-like substance at moderate levels is observed visually.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Presence of mold-like substance at high levels is observed visually.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Presence of mold-like substance at extremely high levels is observed visually.	LT <input type="checkbox"/>	S <input type="checkbox"/>		
	Elevated moisture level.	M <input type="checkbox"/>	L <input type="checkbox"/>		
Parking Lot	Parking lot has any one pothole that is 4 inches deep and 1 square foot or greater.			M <input type="checkbox"/>	
	Parking lot has ponding.			M <input type="checkbox"/>	
Potential Lead-Based Paint Hazards - Visual Assessment	Paint in a Unit or Inside the target property is deteriorated – below the level required for lead-safe work practices by a lead-certified firm or for passing clearance.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Paint in a Unit or Inside the target property is deteriorated – above the level required for lead-safe work practices by a lead-certified firm and passing clearance.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	Paint Outside on a target property is deteriorated – below the level required for lead-safe work practices by a lead-certified firm or for passing clearance.			M <input type="checkbox"/>	
	Paint Outside on a target property is deteriorated – above the level required for lead-safe work practices by a lead-certified firm and passing clearance.			S <input type="checkbox"/>	
Private Roads and Driveways	Road or driveway access to the property is blocked or impassable for vehicles.			S <input type="checkbox"/>	
	Road or driveway has any one pothole that is 4 inches deep and 1 square foot or greater.			M <input type="checkbox"/>	
Refrigerator	Refrigerator is inoperable such that it may be unable to safely and adequately store food.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Refrigerator component is damaged such that it impacts functionality.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Refrigerator is missing.*	*M <input type="checkbox"/>			

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Retaining Wall	Retaining wall is leaning away from the fill side.			M <input type="checkbox"/>	
	Retaining wall is partially or completely collapsed.			M <input type="checkbox"/>	
Roof Assembly	Restricted flow of water from a roof drain, gutter, or downspout.			M <input type="checkbox"/>	
	Gutter component is damaged, missing, or unfixed.			M <input type="checkbox"/>	
	Roof surface has standing water.			M <input type="checkbox"/>	
	Substrate is exposed.			M <input type="checkbox"/>	
	Roof assembly has a hole.			M <input type="checkbox"/>	
	Roof assembly is damaged.			M <input type="checkbox"/>	
Sharp Edges	A sharp edge that can result in a cut or puncture hazard is present.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
Sidewalk, Walkway, Ramp	Sidewalk, walkway, or ramp is blocked or impassable.			M <input type="checkbox"/>	
	Sidewalk, walkway, or ramp is not functionally adequate.			M <input type="checkbox"/>	
Sink	Sink or sink component is damaged or missing and the sink is not functionally adequate.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Water is directed outside of the basin.	L <input type="checkbox"/>	L <input type="checkbox"/>		
	Sink is not draining.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Sink is improperly installed, pulling away from the wall, leaning, or there are gaps between the sink and wall.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Sink component is damaged or missing and the sink is functionally adequate.	L <input type="checkbox"/>	L <input type="checkbox"/>		
	Cannot activate or deactivate hot and cold water.*	*M <input type="checkbox"/>	M <input type="checkbox"/>		
	Sink is missing or not installed within the primary kitchen.*	*M <input type="checkbox"/>			
Site Drainage	Water runoff is unable to flow through the site drainage system.			L <input type="checkbox"/>	
	Erosion is present.			L <input type="checkbox"/>	
	Grate is not secure or does not cover the site drainage system's collection point.			M <input type="checkbox"/>	
Smoke Alarm	Smoke alarm is not installed where required.*	*LT <input type="checkbox"/>	*LT <input type="checkbox"/>		
	Smoke alarm is obstructed.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Smoke alarm does not produce an audio or visual alarm when tested.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
Sprinkler Assembly	Sprinkler head assembly is encased or obstructed by an item or object that is within 18 inches of the sprinkler head.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Sprinkler assembly component is damaged, inoperable, or missing and it is detrimental to performance.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Sprinkler assembly has evidence of corrosion.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Sprinkler assembly has evidence of foreign material that is detrimental to performance.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Stairs	Tread is missing or damaged.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Stringer is damaged.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
Steps and Stairs	Step or stair is not functionally adequate.			M <input type="checkbox"/>	
Structure	Structural system exhibits signs of serious failure.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Toilet	Only 1 toilet was installed, and it is missing.	LT <input type="checkbox"/>	M <input type="checkbox"/>		
	A toilet is missing and at least 1 toilet is installed elsewhere that is operational.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Only 1 toilet was installed, and it is damaged or inoperable.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	A toilet is damaged or inoperable and at least 1 toilet is installed elsewhere that is operational.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Toilet component is damaged, inoperable, or missing such that it may limit the resident's ability to safely discharge human waste.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Toilet is not secured at the base.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Toilet component is damaged, inoperable, or missing and it does not limit the resident's ability to discharge human waste.	L <input type="checkbox"/>	L <input type="checkbox"/>		
	Toilet cannot be used in private.*	*M <input type="checkbox"/>	M <input type="checkbox"/>		
Trash Chute	Chute door does not open or self-close and latch.		M <input type="checkbox"/>		
	Chute is clogged.		M <input type="checkbox"/>		
Trip Hazard	Trip hazard on walking surface.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
Ventilation	Exhaust system does not respond to the control switch.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Exhaust system has restricted airflow.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Exhaust system component is damaged or missing.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Bathroom does not have proper ventilation or dehumidification.	M <input type="checkbox"/>	M <input type="checkbox"/>		
Wall - Exterior	Exterior wall covering has missing sections of at least 1 square foot per wall.			M <input type="checkbox"/>	
	Exterior wall has peeling paint of 10 square feet or more.			M <input type="checkbox"/>	
	Exterior wall component(s) is not functionally adequate.			M <input type="checkbox"/>	
Wall - Interior	Interior wall has a loose or detached surface covering.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Interior wall component(s) is not functionally adequate.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Interior wall has a hole that is greater than 2 inches in diameter or there is an accumulation of holes that are cumulatively greater than 6 inches by 6 inches.	M <input type="checkbox"/>	M <input type="checkbox"/>		
Water Heater	Temperature pressure relief (TPR) valve has an active leak or is obstructed or relief valve discharge piping is damaged, capped, has an upward slope, or is constructed of unsuitable material.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	No hot water.	S <input type="checkbox"/>	L <input type="checkbox"/>		
	The relief valve discharge piping is missing or terminates greater than 6 inches or less than 2 inches from waste receptor flood-level.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Chimney or flue piping is blocked, misaligned, or missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Gas shutoff valve is damaged, missing, or not installed.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Window	Window will not open or stay open.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Window cannot be secured.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Window will not close.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Window component is damaged or missing and the window is not functionally adequate.	M <input type="checkbox"/>	M <input type="checkbox"/>		

Note: This checklist is not a standards form and is not required for use. The form or its data should not be submitted to HUD, and will not be collected or maintained by HUD. No PII data should be submitted, nor will it be collected. The housing authority or owner is responsible for compliance with the HUD NSPIRE Standards per the NSPIRE Final Rule (88 FR 30442) and accompanying Federal Register Notices (88 FR 40832, 88 FR 66882).

Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)