



State of Georgia

Georgia Housing and Finance Authority

Request for Qualifications RFQ

Event Name: **HQS/UPCS Inspections and Rent Reasonableness Survey Services**

Date Issued: August 19, 2013

1. Introduction

1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §50-5-50 et seq.), this Request for Qualifications (“RFQ”) is being issued to establish a contract with one or more qualified suppliers who will provide **HQS and UPCS Inspection and Rent Reasonableness Survey Services** to the **Georgia Housing and Finance Authority (GHFA)**. The programs of GHFA, the state’s housing finance agency and an instrumentality of the State of Georgia and a public corporation, are administered by the Georgia Department of Community Affairs (hereinafter, “the State Entity”), as further described in this RFQ.

On behalf of GHFA, the State Entity is issuing a Request for Qualifications for physical site inspection services and the preparation of HUD Rent Reasonableness Surveys (hereinafter “**RRS**”) from those qualified persons/firms (hereinafter “**Inspector**”) interested in providing inspection services for the following federally funded rental assistance programs:

- HOME Tenant-Based Rental Assistance (TBRA)
- Shelter Plus Care (S+C)
- Housing Opportunities for Persons with AIDS (HOPWA)

All three programs will be operational throughout the State of Georgia.

The issuance of this RFQ constitutes only an invitation to present service parameters associated with the services required by this RFQ. This contract opportunity is a Section 3 Covered Contract and HUD Resident Owned Business Concerns are encouraged to apply. The State Entity reserves the right to determine whether the qualifications submitted by each **Inspector** meet the criteria set forth in this RFQ. The State Entity reserves the right to reject any and all submissions if the **Inspector** cannot perform all of the services required. The State Entity reserves the right to modify the scope of the RFQ. In the event that the State Entity withdraws the RFQ, or does not proceed for any reason, the State Entity shall have no liability to **Inspector** for any costs or expenses incurred in connection with the preparation and submission of the RFQ or other related activities. Neither the **Inspector** nor anyone employed by the **Inspector** shall represent, act, purport to act or be deemed to be an agent, employee, or representative of GHFA or the State Entity.

Inspections for the TBRA, S+C, and HOPWA programs will involve inspecting rental units in both multifamily structures and single family homes that are used as rental property. Properties will be located in both rural and urban areas in the state of Georgia. The State Entity is seeking multiple **Inspectors** to provide inspection services so inspections can be conducted within a reasonable timeframe.

Rent Reasonableness Surveys (RRS) may be requested on subject properties for the TBRA, S+C, and HOPWA programs to ensure that the rents are reasonable for the area and specific neighborhood in

which the subject property is located. The RRS will be contracted on an as-needed basis and may not be included as part of the physical inspection of the property.

Inspection and Survey Requirements and Criteria

If selected, **Inspectors** are required to provide inspections and RRS in a format prescribed by the State Entity. Generally, inspections and surveys are done on a case-by-case basis and invoiced monthly. This RFQ is seeking **Inspectors** who are qualified to perform both Housing Quality Standard (hereinafter “HQS”) and Uniform Physical Standards (hereinafter “UPCS”) inspections.

HQS inspections must be conducted in accordance with HQS inspection standards found in the U.S. Department of Housing and Urban Development (hereinafter “HUD”) regulations located at 24 CFR Part 982.401. HQS inspection booklets and regulations can be found on HUD’s website. The State Entity will accept completed HQS reports on either the long or short form HQS booklets.

UPCS inspections must be conducted in accordance with standards found in HUD regulations located in 24 CFR Part 5 and 200 and in standards found in state and local building codes. All units designated for UPCS inspections must be inspected according to UPCS regulations and state and local housing codes or as directed by the State Entity. Samples of typical HQS and UPCS forms may be obtained from the State Entity upon request.

HUD RRS regulations and approved survey forms can also be found on HUD’s website or by requesting this information from the State Entity.

1.2. Overview of the RFQ Process

The objective of the RFQ is to select one or more qualified suppliers (as defined by Section 1.1 “Purpose of the Procurement”) to provide the goods and/or services outlined in this RFQ to the State Entity. This RFQ process will be conducted to gather and evaluate responses from supplier for potential award. All qualified suppliers are invited to participate by submitting responses, as further defined below. After evaluating all suppliers’ responses received prior to the closing date of this RFQ and resolution of any contract exceptions, the preliminary results of the RFQ process will be publicly announced, including the names of all participating suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that the State Entity may desire to make one award or multiple awards. For example, this document contains phrases such as “contract(s)” and “award(s)”. Please refer to Section 1.1 “Purpose of the Procurement” and Section 6.6 “Selection and Award” for information concerning the number of contract awards expected.

1.3. Schedule of Events

The schedule of events set out herein represents the State Entity’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFQ will be publicly posted prior to the closing date of this RFQ. After the close of the RFQ, the State Entity reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of RFQ	Tuesday, August 19, 2013	N/A
Bidders Conference: Georgia Department of Community Affairs 60 Executive Park South, N.E Atlanta, Georgia 30329-2231 Room 299A Attendance is Optional	Monday, September 23, 2013	1:00 p.m. ET
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.4.	Friday, September 27, 2013	5:00 p.m. ET
Responses to Written Questions	Thursday, October 3, 2013	5:00 p.m. ET
Proposals Due	Friday, October 18, 2013	5:00 p.m. ET
Notice of Awards [NOA] on or about	Monday, October 28, 2013	

1.4. Official Issuing Officer (Buyer)

Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, GA 30329-2231
Attention: Patrick Brown
Email: Patrick.Brown@dca.ga.gov
Phone: 404-679-0630

1.5. Definition of Terms

Please review the following terms:

Supplier(s) – companies desiring to do business with the State of Georgia.

DCA – the governmental entity identified in Section 1.1 “Purpose of Procurement” of this RFQ.

Any special terms or words which are not identified in this RFQ Document may be identified separately in one or more attachments to the RFQ. Please carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Suppliers” of this RFQ.

1.6. Contract Term

If selected, the initial contract period will be for a period of one (1) year. Two (2) additional one (1) year period terms may be offered to the **Inspector** at the end of each contract period. The person/firm agrees to furnish and deliver any and all services according to the fees listed in Appendix A unless said fees are otherwise modified in writing by both parties. The hiring of subcontractors to provide inspection services is prohibited.

Approved contracts will bill the State Entity based on actual work performed. There are no guaranteed minimum or maximum contract amounts.

2. Instructions to Suppliers

By submitting a response to the RFQ, the supplier is acknowledging that the supplier:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Restrictions on Communicating with Staff

From the issue date of this RFQ until the final award is announced (or the RFQ is officially cancelled), suppliers are not allowed to communicate for any reason with any State staff except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this RFQ or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The State Entity reserves the right to reject the response of any supplier violating this provision.

2.1.2. Submitting Questions

All questions concerning this RFQ must be submitted in writing via email to the Issuing Officer identified in Section 1.4. No questions other than written will be accepted. No response other than written will be binding upon the State. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that the State Entity may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this RFQ must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the RFQ*

Question #2 Question, *Citation of relevant section of the RFQ*

Do not use the comments section of the Sourcing Event to submit questions to the Issuing Officer.

2.1.3. Attending Bidders/Offerors' Conference

The Bidders/Offerors' conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.3 "Schedule of Events". Unless indicated otherwise, attendance is not mandatory; although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award. The supplier is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The State Entity reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.4. State's Right to Request Additional Information - Supplier Responsibility

Prior to an award, the State Entity must be assured that the selected supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the State Entity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State Entity is unable to assure itself of the supplier's ability to perform, if awarded, the State Entity has the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

2.1.5. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the RFQ will not be considered. Responses must be complete in all respects, as required in each section of this RFQ.

2.1.6. Rejection of Responses; State's Right to Waive Immaterial Deviation

The State Entity reserves the right to reject any or all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the right of the State Entity to reject responses **that do not contain all elements and information requested in this RFQ**. A response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFQ requirements, which determination will be made by the State Entity on a case-by-case basis.

2.1.7. State's Right to Amend and/or Cancel the RFQ

The State Entity reserves the right to amend this RFQ. Any revisions must be made in writing prior to the RFQ closing date and time. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the RFQ (including any revisions/additions made in writing prior to the close of the RFQ whether or not such revision occurred prior to the time the supplier submitted its response) unless expressly stated otherwise in the supplier's response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED RFQ AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE RFQ. Suppliers are encouraged to frequently check the RFQ for additional information. Finally, the State Entity reserves the right to cancel this RFQ at any time.

2.1.8. Protest Process

Suppliers should familiarize themselves with the procedures set forth in Chapter 6 of the *Georgia Procurement Manual*.

2.1.9. Costs for Preparing Responses

Each response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the supplier. The State will not provide reimbursement for such costs.

2.1.10. ADA Guidelines

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders/Offerors' Conference (if any). The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.1.11. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by law and the provisions of the Georgia Procurement Manual. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to the State Entity's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. The State Purchasing Act requires bids and proposals to be available for public inspection, upon request, within one business day of the State Entity's posting of the Notice of Intent to Award (or the Notice of Award in the event the State Entity does not issue the Notice of Intent to Award). Audited financial statements not otherwise publicly available but required to be submitted in the proposal, offer, or proposal shall not be subject to public disclosure. The State Entity is allowed to assess a reasonable charge to defray the cost of

reproducing documents. A state employee should be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., the State will make its own determination regarding what information may or may not be withheld from disclosure.

2.1.12. Registered Lobbyists

By submitting a response to this RFQ, the supplier hereby certifies that the supplier and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the *Georgia Procurement Manual*.

2.2. Submittal Instructions

Listed below are key action items related to this RFQ. The Schedule of Events in Section 1.3 identifies the dates and time for these key action items. This portion of the RFQ provides high-level instructions regarding the process for reviewing the RFQ, preparing a response to the RFQ and submitting a response to the RFQ.

2.2.1. RFQ Release

The release of the RFQ is formally communicated through a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows:
http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

The State Entity will also post the availability of this RFP on its website, found at www.dca.ga.gov, will notify firms performing similar services to GHFA or DCA of its availability, and will take steps in accordance with DCA's Section 3 policy to identify low and very low income persons of this economic opportunity.

2.2.2. RFQ Review

The RFQ (or "Sourcing Event") consists of this document, entitled "THE STATE ENTITY RFQ Document", and any and all information included in the Sourcing Event including any and all documents provided by THE STATE ENTITY as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

3. General Business Requirements

This section contains general business requirements. By submitting a response, the supplier is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the supplier's submitted pricing.

3.1. Standard Insurance Requirements

If awarded a contract, the supplier shall procure and maintain insurance which shall protect the supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this solicitation throughout the duration of the contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish the State Entity an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the supplier includes contractual liability coverage applicable to the contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the State Entity.

The supplier is required to maintain the following insurance coverage's during the term of the contract:

3.1.1 **Workers Compensation Insurance** (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the supplier qualifies to pay its own workers compensation claims.) In addition, the supplier shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$ 100,000
Bodily injury by disease - per employee	\$ 100,000
Bodily injuries by disease – policy limit	\$ 500,000

3.1.2 **Commercial General Liability Policy** with the following minimum coverage

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

3.1.3 **Automobile Liability**

Combined Single Limit	\$ 1,000,000
-----------------------	--------------

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide the State Entity with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

3.2. Proposal Certification

By responding to this solicitation, the supplier understands and agrees to the following:

- 3.2.1 That this proposal constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the supplier and the State Entity; and
- 3.2.2 That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's response; and
- 3.2.3 That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the supplier's offer may be held open for a lengthier period of time subject to the supplier's consent; and
- 3.2.4 That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- 3.2.5 That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

4. RFQ Bid Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. The State Entity has determined that it is best to define its own needs, desired operating objectives, and desired

operating environment. The State Entity will not tailor these needs to fit a particular solution a supplier may have available; rather, the suppliers shall propose to meet the State Entity's needs as defined in this RFQ. All claims shall be subject to demonstration. Suppliers are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-responsive.

All requested forms and documents must be submitted in a letter size three ring binder. Documents are to be organized in the binder in the order described in Appendix A Section B. Section tabs should be used to separate the documents according to sections.

4.1. Introduction

All of the items described in this section are service levels and/or terms and conditions that the State Entity expects to be satisfied by the selected supplier. Each supplier must indicate its willingness and ability to satisfy these requirements in the supplier's submitted response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the State Entity to meet its needs in all respects. Each supplier's response must indicate the brand name and model or series number of the product offered and includes such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

4.2. Mandatory Requirements

As noted in the preceding section, this RFQ contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the supplier in order for the supplier to be considered "responsive" and, therefore, eligible for contract award. These mandatory requirements will be defined in one or more of the following ways:

- 4.2.1 Requirements in this RFQ document
- 4.2.2 Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the cost worksheet

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed.

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered responsive, responsible and eligible for award, all requirements identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the supplier's response, except as otherwise provided in Section 6 "Evaluation and Award" of this RFQ. Please note some requirements may require the supplier to provide product sheets or other technical materials.

Submittal Requirements:

Interested person/firms are invited to submit a qualification package in accordance with the requirements in **Appendix A - Qualification Submittal Specifications**. The State Entity also requires that all applicants complete **Appendix B – SPD-SP054 Immigration and Security Form, Appendix C – Verification of Lawful Presence within the United States, Appendix D - Cost Worksheet Cost/Pricing, and Appendix E - Section 3 Solicitation Package** attached to this RFQ. Submitted materials will be reviewed by the State Entity Staff and selected references may be contacted. Upon receipt of the qualification package, the State Entity may elect to interview **Inspectors** or may make

selections based on the submitted documentation. The State Entity reserves the right to waive any irregularities or inconsistencies in the submitted qualification packages and reserves the right to reject any and/or all qualification submittals.

5. Cost/Pricing

Each supplier is required to submit pricing as part of its response. See Appendix A – Qualification Submittal Specifications for more detailed instructions concerning cost and pricing for this RFQ.

5.1. General Pricing Rules

By submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

- 5.1.1 The submitted pricing must include all costs of performing pursuant to the resulting contract; and
- 5.1.2 Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFQ, will be treated as non-responsive and may not be considered for award; and
- 5.1.3 The supplier is required to provide net prices. In the event there is discrepancy between a supplier's unit price and extended price, the unit price shall govern;
- 5.1.4 In the event there is a discrepancy between (1) the supplier's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet (if any) and (2) the supplier's pricing as quoted by the supplier in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
- 5.1.5 The prices quoted and listed in the response shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFQ or contract; and
- 5.1.6 Any cash discount offered to the State Entity must be clearly identified in the supplier's response. In the event the State Entity is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly computed invoice indicating the discount, whichever occurs later; and
- 5.1.7 Unless otherwise specified in any terms and conditions attached to the RFQ, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
- 5.1.8 Unless expressly permitted by the RFQ, responses containing provisions for late or interest charges cannot be awarded a contract. Suppliers must "strike through" any such provisions in printed forms and initial such revisions prior to submitting a response to the State Entity; and
- 5.1.9 Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the RFQ; and
- 5.1.10 Unless permitted by the RFQ, responses requiring payment from the State Entity in less than thirty (30) days will be considered non-responsive; and
- 5.1.11 The State of Georgia is exempt from certain taxes and no provision for such taxes should be included in the supplier's response.

5.2 Cost Structure and Additional Instructions

The State Entity's intent is to structure the cost format in order to facilitate comparison among all suppliers and foster competition to obtain the best market pricing. Consequently, the State Entity requires that each supplier's cost be structured as directed in the RFQ. Additional alternative cost structures will not be considered. Each supplier is hereby advised that failure to comply with the RFQ instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier's response.

Enter all information directly into the Cost Worksheet Cost/Pricing provided in Appendix D. Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

Follow the instructions in Appendix A for detailed instructions on submitting the required cost and pricing information related to your bid.

6. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful supplier(s) will be required to enter into discussions with the State Entity to resolve any exceptions to the State Entity's contract. The State Entity will announce the results of the RFQ as described further in Section 6.8 "Public Award Announcement."

6.1. Administrative/Preliminary Review

First, the responses will be reviewed by the Issuing Officer to determine compliance with the following requirements:

- 6.1.1 Response was submitted by deadline in accordance with Section 2
- 6.1.2 Response is complete and contains all required documents

6.2. Evaluating Bid Factors (Section 4)

If the supplier's response passes the Administrative/Preliminary Review, the supplier's responses to Section 4 "RFQ Bid Factors" will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the State Entity will determine if the deviation is material. A material deviation will be cause for rejection of the response. An immaterial deviation will be processed as if no deviation had occurred.

6.3. Evaluating Cost

The State Entity may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. Submitted pricing may be evaluated/scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

6.4. Georgia Enterprises for Products and Services (GEPS)

In the event the Issuing Officer has received a response from GEPS, the Issuing Officer must factor in a price preference of eight percent (8%) for purposes of cost evaluation. The price preference of 8% has been approved by DOAS in accordance with the State Use Law set forth at O.C.G.A. 50-5-135 et seq., which is intended to create opportunities for disabled persons employed by community-based rehabilitation programs and training centers that are certified by the State Use Council. To implement the price preference, the Issuing Officer must lower GEPS' price by 8% when comparing GEPS' price with any other supplier's response. However, in the event GEPS wins the contract award, GEPS must be paid at its actual bid price.

6.5. Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)

For the purposes of evaluation only, suppliers resident in the State of Georgia will be granted the same preference over suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to suppliers resident therein over suppliers resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident supplier is a supplier who is domiciled in the State of Georgia.

6.6. Selection and Award

The State Entity reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from suppliers; (d) request resubmissions from all suppliers; and (e) take any other action as permitted by law.

Single or Multiple Award

Any contract award(s) resulting from the RFQ will be made to the lowest, responsive and responsible supplier(s) meeting all specifications and with whom The State Entity has reached agreement on all contract terms and conditions. The State Entity reserves the right to select one or more suppliers for award and to award all items to one or more suppliers, individual line items to one or more suppliers, or subcategories of products/services to one or more suppliers when to do so is in the best interests of the State of Georgia.

Selection Criteria

Persons/firms will be selected based on the following factors:

- 6.6.1 Demonstrated ability and experience to provide requested services and quality of work.
- 6.6.2 Certifications that relate directly to the performance of the services or are program specific. Examples of relevant certifications would be a Certified Housing Quality Standards (HQS) Inspector, Uniform Property Inspector Certification, Uniform Physical Condition Standards (UPCS) certification, or International Code Council Certification in Property Maintenance.
- 6.6.3 Costs including willingness to undertake services for a flat fee per unit for assigned inspections and RRS by the State Entity.
- 6.6.4 Ability to complete work within required time frame.
- 6.6.5 Previous inspection experience on behalf of the State Entity.
- 6.6.6 Previous inspection experience on behalf of other government entities involved in monitoring of affordable housing program units.
- 6.6.7 Experience that demonstrates an ability to identify structural and/or building defects.
- 6.6.8 Experience and working knowledge of HUD's Housing Quality Standards (HQS) and/or Uniform Physical Conditions Standards (UPCS). Ability to identify and/or document deficiencies with appropriate severity levels per the HQS or UPCS.
- 6.6.9 Extent of conflict of interest, if applicable.
- 6.6.10 Whether the Inspector meets any of the following:

- **Inspector** is a small Business concern which means a concern that is independently owned and operated and not dominant in the field of operation in which it is bidding and can qualify as a small business under the criteria and size standards in 13 CFR Part 121.102.
- **Inspector** is a minority-owned business which is defined as a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by minority group members. "Minority group members" are United States citizens who are Asian, Black, Hispanic, or Native American.

Ownership by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals.

- **Inspector** is a women-owned business. The **Inspector** must show that at least 51% or more is women-owned, managed, and controlled and the business must have been open for at least six months.
- **Inspector** is a Section 3 Resident-Owned Business Concern (ROB), a business claiming Section 3 status, or a Section 3 Resident.

6.7. Site Visits and Oral Presentations

The State Entity reserves the right to conduct site visits, request product/work samples, or to invite suppliers to present their product/service solution to the evaluation team.

6.8. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award (in the event the value of the contract(s) is estimated to be \$100,000 or more in the first year) to the Georgia Procurement Registry. The Notice of Intent to Award (“NOIA”) is not notice of an actual contract award; instead, the NOIA is notice of the State Entity’s expected contract award(s) pending resolution of the formal protest complaint process. The NOIA (if any) will identify the apparent successful supplier(s), unsuccessful supplier(s), and the reasons why any unsuccessful suppliers were not selected for contract award. No supplier should assume personal notice of the Notice of Intent to Award (“NOIA”) will be provided by the State Entity. Instead, all suppliers should frequently check the Georgia Procurement Registry for Notice of the NOIA.

The Notice of Award (“NOA”) is the State Entity’s public notice of actual contract award(s). The NOA will be publicly posted to the Georgia Procurement Registry and on the State Entity’s website.

7. Contract Terms and Conditions

The contract that the State Entity expects to award as a result of this RFQ will be based upon the RFQ, the successful supplier’s final response as accepted by the State Entity and the contract terms and conditions, which terms and conditions can be downloaded from the Sourcing Event. The “successful supplier’s final response as accepted by the State Entity” shall mean: the response submitted by the awarded supplier, written clarifications, and any other terms deemed necessary by the State Entity, except that no objection or amendment by a supplier to the RFQ requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the State Entity has explicitly accepted the supplier’s objection or amendment in writing.

Please review the State Entity’s contract terms and conditions prior to submitting a response to this RFQ. Suppliers should plan on the contract terms and conditions contained in this RFQ being included in any award as a result of this RFQ. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the suppliers. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable suppliers to better evaluate the costs associated with the RFQ and the potential resulting contract.

Exception to Contract

By submitting a response, each supplier acknowledges its acceptance of the RFQ specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a supplier takes exception to a contract provision, the supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be uploaded and submitted as an attachment to the supplier’s response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFQ.

In the event the supplier is selected for potential award, the supplier will be required to enter into discussions with the State Entity to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the supplier’s response. The State Entity reserves the right to proceed to discussions with the next best ranked supplier.

The State Entity reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful supplier. Exceptions that materially change the terms or the requirements of the RFQ may be deemed non-responsive by the State Entity, in its sole discretion, and rejected. Contract exceptions which grant the supplier an impermissible competitive advantage, as determined by the State Entity, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

8. List of RFQ Attachments

The following documents make up this RFQ. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- 8.1 The State Entity's RFQ (this document)
- 8.2 Appendix A: Qualification Submittal Specifications
- 8.3 Appendix B: SPD-SP054 Immigration and Security Forms
- 8.4 Appendix C: O.C.G.A. §50-36 Verification of Lawful Presence within the United States
- 8.5 Appendix D: Cost Worksheet Cost/Pricing
- 8.6 Appendix E: Mandatory Section 3 Solicitation Package

Failure to supply the completed document(s) will deem the supplier as non-responsive.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide the State Entity with two (2) Certificates of Insurance. Please see section 3.1 for more details.



Appendix A – Qualification Submittal Specifications

A. Scope of Services

1. HQS and UPCS Inspections

HQS or UPCS Inspections will be requested for existing rental units, both single-family and multi-family dwelling units. The State Entity will inform the Inspector whether an HQS or UPCS inspection will be required for the subject property at the time the State Entity notifies the Inspector that an inspection is needed. REAC scoring will not be required for any of the UPCS inspections that will be conducted under this program. Inspector will record Defect code, level of violation, and indicate if the item requires any health and safety action.

There are four types of inspections that the State Entity will request on a dwelling unit: Initial Inspection, Re-Certification Inspection, Follow-up Inspections, and Special Inspections.

- **Initial Inspections:** The State Entity will request **Initial Inspections** on all rental units prior to a new tenant moving into a rental unit. The rental unit will need to be free of all HQS or UPCS violations for the property to receive a PASS status and be approved for the program. The Inspector will need to follow up with the property manager and/or landlord to get the property to a PASS status.

A rental unit that cannot achieve a PASS status in a reasonable amount of time will be submitted for billing to the State Entity as a FAIL. The Inspector will inform the property owner and the State Entity that the unit was rejected for the designated program and that the tenant will be asked to find another rental unit.

All completed inspections both PASS and FAIL will be reimbursed by the State Entity to the Inspector. Inspector will be required to complete and submit the HQS or UPCS inspection forms along with all documentation and correspondence related to the inspection with their billing for the inspection.

The State Entity will allow the Inspector to verify the completion of minor repair items via written communications or phone verification with the property owner to avoid returning to the property. This will be noted in the inspection booklet when this method is used to get the property to PASS status.

The State Entity will require that the Inspector return to the property to conduct a follow-up inspection to verify the completion of all major items that were found to be out of compliance during the initial inspection. This includes all major repair items such as; the installation of a furnace or hot water heater, major plumbing or electrical items, roof installation or major roof repairs, door and window installation, installation of smoke alarms and other safety equipment, or any other item that would pose an emergency situation or a life threatening situation or would affect the overall habitability of the dwelling unit if the item was out of compliance with HQS or UPCS standards.

The Inspector will provide billing for all Follow-up Inspections as a separate flat rate fee. See **Follow-up Inspections** below.

- **Re-Certification Inspections:** The State Entity will request Re-Certification Inspections on all rental units annually as part of the annual re-certification process for the tenant. Full HQS or UPCS inspections will be conducted on the rental unit, grounds, and other areas required by the HQS and UPCS inspection regulations. The rental unit will need to be free of all violations for the property to receive a PASS status and be approved for the program. The Inspector will need to follow up with both the property owner and tenant to get the property to a PASS status. Inspector will prepare a detailed list of repair items that the owner is responsible for and a list of items for which the tenant is responsible. Tenant items will mainly involve housekeeping issues or items that are obviously the result of tenant damage to the unit.

A rental unit that cannot achieve a PASS status in a reasonable amount of time will be submitted for billing to the State Entity as a FAIL. The Inspector will inform the property owner, tenant, and the State Entity that the unit was rejected for the rental assistance program and that the tenant will be asked to find another rental unit. Additional time (as long as it is reasonable) may be granted to an owner and or

tenant to make repairs to prevent a tenant from having to relocate to a new rental unit.

All completed inspections, both PASS and FAIL, will be reimbursed by the State Entity to the Inspector. The Inspector will be required to complete and submit the HQS inspection booklet or the UPCS inspection forms along with all documentation and correspondence related to the inspection with their billing for the inspection.

The State Entity will allow the Inspector to verify the completion of minor repair items via written communication or phone verification with the property owner and tenant to avoid re-inspecting the property. Inspector will note in the inspection booklet when this method is used to get the property to PASS status and which items were determined to meet PASS status through a verbal or written report from the landlord and/or tenant.

The State Entity will require that the Inspector return to the property to conduct a follow-up inspection to verify the completion of all major items that were found to be out of compliance during the initial inspection. This includes all major repair items such as; the installation of a furnace or hot water heater, major plumbing or electrical items, roof installation or major roof repairs, door and window installation, installation of smoke alarms and other safety equipment, or any other item that would pose an emergency or life threatening situation or would affect the overall habitability of the dwelling unit if the item was out of compliance with either HQS or UPCS standards.

The Inspector will provide billing for all **Follow-up Inspections** as a separate flat rate fee. See Follow-up Inspections below.

Follow-up Inspections

Follow-up Inspections will be arranged by the Inspector to re-inspect major items that were found out of compliance during an **Initial Inspection** or **Re-Certification Inspection**. These inspections will involve returning to the subject property to check to make certain all major items have been completed and that the property is in a PASS status.

If the Inspector has worked with the owner for a reasonable amount of time and the property still remains out of compliance, then the Inspector will close the case with the property in a FAIL status.

In any occupied units, all emergency health and safety items must be corrected within 24 hours of the owner being informed of the violation by the Inspector. All other items must be corrected within 30 days of the initial inspection date.

The State Entity needs to authorize all **Follow-up Inspection** prior to the Inspector returning to the property. Inspector must inform the State Entity in writing (via email or fax) of the items to be re-inspected and any details relevant to the case.

The State Entity will determine the number of **Follow-up Inspections** per property based on the situation surrounding the tenant and the rental market in the area.

- **Special Inspections:** The State Entity will request **Special Inspections** on rental units where a problem has been brought to our attention by the tenant, landlord, or other interested party. These inspections will target a specific problem area where the State Entity needs a third party to document the situation. In these situations, photos will be needed to fully document the situation and the cost of the **Special Inspection** should include the submission of digital photos along with a written report related to the special situation and the status of the property being in compliance with HQS or UPCS standards. A full HQS or UPCS inspection may not be required as part of the Special Inspection. The State Entity will direct the Inspector as to the nature and extent of the Special Inspection. All **Special Inspections** shall be billed on an hourly basis for the time to complete the inspection and prepare the written report to the State Entity.

All HQS and UPCS inspections will be completed in accordance with HUD guidelines, and any other state or local codes that may apply to the situation. Inspections will include a physical inspection of the designated rental unit that the program participant is or is proposing to lease, as well as, an inspection of common areas and spaces located on the site where the tenant and their household members would go while living on the property. This includes laundry rooms, elevators, parking lots, community rooms, swimming pools, play grounds, tenant storage areas,

mail area, trash disposal areas, property manager's office, general grounds of the property, etc. The inspection will also include areas where the tenant would not have access to but should be included in your inspection. These areas include boiler and furnace rooms that service the entire building, mechanical rooms where electrical panels, gas meters, and hot waters are located that service the building where the subject property is located. The HQS inspection shall also include the required neighborhood and environmental survey that is included in the HQS inspection booklet or in the site and neighborhood section of UPCS.

The inspection process includes the completion of the appropriate inspection booklet or forms, written notification to the landlord and tenant of the results of the inspection, detailed written documentation related to the inspection process, and any follow up with the landlord and/or tenant needed to get the property in PASS status. The original inspection booklet or forms and all related correspondence will be forwarded to the State Entity prior to requesting reimbursement for the inspection services. All inspection booklets will need to be signed and dated by the Inspector and the person(s) accompanying the Inspector while the inspection or re-inspection is performed. This includes the signatures of the tenant, owner, owner's representative, property manager, and/or other adult family members present during the inspection.

2. Rent Reasonableness Surveys

The State Entity may request a Rent Reasonableness Survey (RRS) for properties undergoing an Initial HQS or UPCS inspection for rental units in the TBRA, S+C, or HOPWA programs or at the time of Annual Re-certification if the landlord has requested a rent increase. The State Entity will inform the Inspector at the time they are notified that their services are needed if a RRS will be needed.

The RRS is required by HUD to make certain that the contract rent at initial lease-up and at re-certification is reasonable for the neighborhood and community where the subject property is located.

The survey compares the rent of the subject property to three comparable properties with similar amenities and features. The RRS will be billed separately from the HQS and UPCS inspection. The RRS will be completed according to HUD guidelines and on forms approved by the State Entity. The **Inspector** will provide the State Entity with the complete RRS survey prior to requesting reimbursement for the services.

B. Contents of the Qualification Package

All Qualification Packages must contain the following information in the order shown and numbered. Bid package must be submitted in a letter size three ring binder with tabs separating each section.

1. Cover Letter

A cover letter which provides the name, mailing address, telephone number, email address, and fax number of the individual with whom we may communicate regarding the Qualification Package. The cover letter should clearly state that the Qualification Package is in response to the Request for Qualification. The letter should also contain a brief statement summarizing the qualifications and abilities of the Inspector to perform the requested services. The letter should contain any limitations on the Inspector's ability to perform services including minimum or maximum number of inspections that can be assigned on a monthly basis or any geographical limitations or advance notice requirements. Inspector should also address program specific knowledge which supports their ability to perform each of the requested services.

2. Schedule of Fees (Attachment C – Cost Worksheet Cost/Pricing)

• Initial Inspections

Only flat per unit rates are acceptable (i.e. varying rates based on bedroom size or hourly rate schedules are not acceptable). The price per unit takes into account the inspection of common areas, facilities and grounds for each assigned project and includes digital photographs on CD or other approved method for submission. The price per unit takes into account all follow-up with the owner by phone to make certain that all items out of compliance have been completed and that the property has reached the PASS level. The State Entity estimates that the majority of inspections that will be ordered for one and two bedroom units. Inspection of larger units is possible, but will not be the norm. The

State Entity does not expect to have multiply inspections ordered at one property at one time. Most inspection orders will involve inspecting only one unit at a given location.

If the Inspector has worked with the owner for a reasonable amount of time and the property still remains out of compliance, then the Inspector will close the case with the property in the FAIL category. All properties that require the Inspector to conduct a **Follow-up Inspection**, which involves the re-inspection of major items, will be billed as a Follow-up Inspections. The **Follow-up Inspection** fee will be in addition to the **Initial Inspection** fee.

- **Re-Certification Inspections**

Only flat per unit rates are acceptable (i.e. varying rates based on bedroom size are not acceptable). The price per unit takes into account the follow-up to certify that work has been completed by the owner as specified. The inspection will include common areas, facilities and grounds for each assigned project and includes digital photographs on CD or other approved method for submission.

The price per unit takes into account all follow-up with the owner and/or tenant by phone to make certain that all items out of compliance have been completed and that the property has reached the PASS level.

If the Inspector has worked with the owner for a reasonable amount of time and the property still remains out of compliance, then the Inspector will close the case with the property in the FAIL category. All properties that require the Inspector to conduct a **Follow-up Inspection**, which involves the re-inspection of major items, will be billed as a Follow-up Inspections. The **Follow-up Inspection** charge will be in addition to the **Re-inspection** fee.

- **Follow-up Inspections**

Inspector should provide a flat per unit rate fee for conducting **Follow-up Inspections** to re-inspect major items that were found out of compliance during an **Initial Inspection** or **Re-inspection**. These inspections will involve returning to the subject property to check to make certain all major items have been completed and that the property is in a PASS status. If needed the Follow-up Inspection will include the re-inspection of common areas, facilities, and grounds if these areas are in question. Flat rate should included digital photographs on CD or other approved method for submission if additional photos are needed to document the **Follow-up Inspection**.

- **Special Inspections**

Inspector should provide a flat per unit rate for special inspections of certain multifamily and single-family properties as identified by the State Entity. **Special Inspections** will include inspection of the subject property, common areas, facilities and grounds. Attention will be focused on a problem area that warranted the need for the special inspection. **Special Inspections** will include the completion and submission of an HQS inspection booklet or UPCS inspection forms, along with notes related to the item or issue that called for the **Special Inspection**, to the State Entity with digital photographs on CD or other approved methods for submission.

- **Rent Reasonableness Survey**

Inspector should provide a flat rate for completing a Rent Reasonableness Survey on requested units. This fee should include all the research needed to identify suitable comparable properties and to complete analysis to determine that the rent of the subject property is reasonable or unreasonable when compared to the three comparable properties. Comparable properties can be identified by using web based rental sites such as www.GeorgiaHousingSearch.org as well as local publications and field surveys of the area where the subject property is located.

- **Mileage Reimbursement**

The Inspector should provide a flat mileage rate per mile that they will charge for conducting inspections related to this RFQ. Inspectors will be required to submit detailed mileage logs associated with each inspection conducted to justify their mileage reimbursement.

3. **Qualification Packages** containing provisions for late payments or interest charges related to invoices to the State Entity will not be considered for an award under this RFQ. The State of Georgia is not authorized to pay any late or interest charges.

References

Three (3) references must be included. References which relate directly to the Inspector's ability to perform the requested services are preferred. Please provide contact information for each reference including; name, mailing address, phone number, email address, and a brief statement explaining how the reference can verify the Inspector's capacity to perform under this RFQ.

4. Resumes

Submit resumes of all individuals who will be working directly on performing the HQS and UPCS inspections and/or completing the rent reasonableness surveys.

5. Description of Capacity

A brief description of current commitments and capacity to perform the work described in Appendix A, Qualification Submittal Specifications, Section A, Scope of Services, in a timely manner.

6. Certifications

A copy of relevant certifications for all individuals who will be working directly on performing the HQS and UPCS inspections and/or completing the rent reasonableness surveys that demonstrate the Inspector's ability to perform services.

7. Documentation of Small Business, Designation or MBE/WBE

Documentation of size and composition of entity may be shown by corporate filings or other organizational documentation.

8. Section 3 Documentation (Attachment D – Mandatory Section 3 Solicitation Package)

Documentation for all respondents must include (1) Section 3 Self Certification and Action Plan; (2) Previous Section 3 Compliance Certification, and (3) Assurance of Compliance Certification. Mandatory Section 3 Solicitation Package needs to be completed and submitted with all bid packages. Section 3 package and related forms are attached below.

9. Other Required Disclosures, Authorizations, and Certifications

Provide a written statement related to each of the items below or complete and attach any referenced forms related to the item. The written statements should be signed by the bidder or an authorized representative of the organization or company. Attach additional documentation if needed to explain or to fully address the item.

- a. Any representative, principal, or employee of **Inspector** will be subject to a national criminal background check.
 - b. **Inspector** must disclose any identity of interest with any member, officer or employee of THE STATE ENTITY.
 - c. **Inspector** must disclose whether it is the owner, developer, or manager of any The State Entity funded affordable housing project.
 - d. **Inspector** must disclose whether **Inspector** has ever been debarred or suspended from any local, state, or federal housing program.
 - e. **Inspector** must certify that it complies with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603, the Georgia Security and Immigration Compliance Act, and the Illegal Reform and Enforcement Act of 2011 (O.C.G.A. §13-10-90 et seq.) as well as O.C.G.A. The Qualification Package must be accompanied with a complete and notarized Contractor's Affidavit attesting that **Inspector** is registered with and using E-Verify. The Contractor's Affidavit form is attached as Appendix B – SPD-SP054 Immigration and Security Form. f. The Inspector must
-

certify compliance with O.C.G.A. §50-36-1, Verification of Lawful Presence within the United States, including the provision of secure and verifiable documentation for identification purposes.

- f. **Inspectors** are not allowed to hire subcontractors to work on the State Entity inspection services.
- g. If **Inspector** is an individual; he or she must certify that he or she will not engage in the unlawful manufacture, sale distribution, dispensation, possession or use of controlled substance or marijuana during the performance of any contract resulting from this Request for Qualifications.
- h. If an **Inspector** is an entity other than an individual, he or she must certify that a drug-free workplace will be provided for the **Inspector's** employees during the performance of any contract resulting from this Request for Qualifications.

This section left blank intentionally



Appendix B - SPD-SP054 Immigration and Security Form

IMMIGRATION AND SECURITY FORM (GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor's Name:	
State Entity's Name:	
State Solicitation/ Contract No.:	

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the State Entity, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the State Entity at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify™ Company Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public

[NOTARY SEAL]

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

**Appendix C - O.C.G.A. §5-36-1: Verification of Lawful Presence
within the United States**

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as a respondent to the RFQ for HQS and UPCS Inspections and Rent Reasonableness Survey Services, from the Georgia Housing and Finance Authority (GHFA) the undersigned respondent verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: _____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Respondent

Printed Name of Respondent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires:



Secure and Verifiable Documents Under O.C.G.A. §50-36-2

Issued August 1, 2011 by the Office of the Attorney General, Georgia

The Illegal Immigration Reform and Enforcement Act of 2011 (“IIREA”) provides that “no later than August 1, 2011, the Attorney General shall provide and make public on the Department of Law’s website a list of acceptable secure and verifiable documents. The list shall be reviewed and updated annually by the Attorney General.” O.C.G.A. §50-36-2(f). The Attorney General may modify this list on a more frequent basis, if necessary.

The following list of secure and verifiable documents, published under the authority of O.C.G.A. §50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

- A United States passport or passport card [O.C.G.A. §50-36-2(b)(3); 8 CFR §274a.2]
 - A United States military identification card [O.C.G.A. §50-36-2(b)(3); 8 CFR §274a.2]
 - A driver’s license issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. §50-36-2(b)(3); 8 CFR §274a.2]
 - An identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. §50-36-2(b)(3); 8 CFR §274a.2]
 - A tribal identification card of a federally recognized Native American tribe, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A listing of federally recognized Native American tribes may be found at:
<http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirectory/index.htm> [O.C.G.A. §50-36-2(b)(3); 8 CFR §274a.2]
 - A United States Permanent Resident Card or Alien Registration Receipt Card [O.C.G.A. §50-36-2(b)(3); 8 CFR §274a.2]
 - An Employment Authorization Document that contains a photograph of the bearer [O.C.G.A. §50-36-2(b)(3); 8 CFR §274a.2]
 - A passport issued by a foreign government [O.C.G.A. §50-36-2(b)(3); 8 CFR §274a.2]
 - A Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard [O.C.G.A. §50-36-2(b)(3); 8 CFR §274a.2]
-

- A Free and Secure Trade (FAST) card [O.C.G.A. §50-36-2(b)(3); 22 CFR §41.2]
- A NEXUS card [O.C.G.A. §50-36-2(b)(3); 22 CFR §41.2]
- A Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card [O.C.G.A. §50-36-2(b)(3); 22 CFR §41.2]
- A driver's license issued by a Canadian government authority [O.C.G.A. §50-36-2(b)(3); 8 CFR §274a.2]
- A Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-560 or Form N-561) [O.C.G.A. §50-36-2(b)(3); 6 CFR §37.11]
- A Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-550 or Form N-570) [O.C.G.A. §50-36-2(b)(3); 6 CFR §37.11]
- In addition to the documents listed herein, if, in administering a public benefit or program, an agency is required by federal law to accept a document or other form of identification for proof of or documentation of identity, that document or other form of identification will be deemed a secure and verifiable document solely for that particular program or administration of that particular public benefit. [O.C.G.A. §50-36-2(c)]

This section left blank intentionally

Appendix D - Cost Worksheet Cost/Pricing

Georgia Housing and Finance Authority

Request for Qualifications:

HQS and UPCS Inspection and Rent Reasonableness Survey Services

Item	Bid Amount
1. Initial Inspection*	\$
2. Re-Certification Inspection*	\$
3. Follow-Up Inspection*	\$
4. Special Inspections*	\$
5. Rent Reasonableness Survey	\$
6. Mileage Charge (rate per mile)	
* HQS and UPCS Inspection Services	

By submitting the Qualification Package, Inspector agrees, if their offer is accepted, to furnish and deliver all services indicated on this price schedule unless otherwise modified in writing by both parties.

7. Please indicate the geographic areas that you are willing to conduct HQS and UPCS inspections and Rent Reasonableness Surveys. DCA needs inspection services statewide. Use attached map to indicate the regions you are willing to provided services in. List region numbers below.

Statewide coverage: _____ Regional Coverage: _____

8. Please provide additional information concerning geographic boundaries or any other limitations concerning your ability to conduct HQS and UPCS inspections or Rent Reasonableness Surveys under this RFQ.

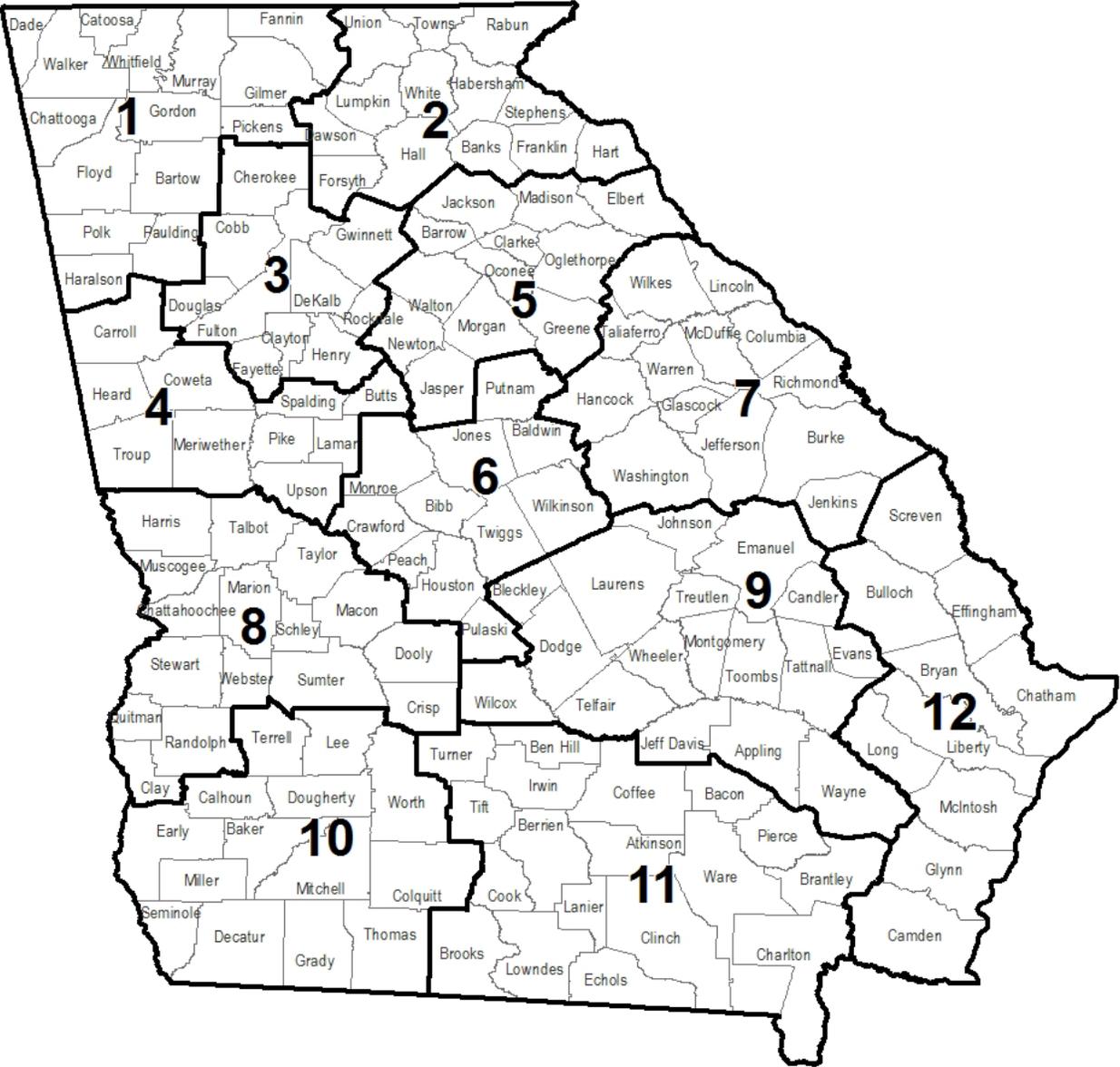
Inspector's Printed Name: _____

Signature: _____

Date: _____



HQS and UPCS Inspection Services: Regional Service Areas



Appendix E - Mandatory Section 3 Solicitation Package

In accordance with the DCA's Section 3 Policy, the Section 3 information contained in the following pages is to be inserted in its entirety into every solicitation for work or contracts. All required forms and the Section 3 Clause are included along with instructions to all contractors bidding work. DCA's Section 3 Policy can be found on the DCA main website at www.dca.ga.gov.

All contractors requiring any sub-contractors **MUST** issue this package and receive these completed **required Section 3 forms** before issuing any contracts.

Section 3 Documents

- Section 3 Certification and Action Plan
- Required Previous Section 3 Compliance Certification
- Assurance of Compliance

If the contractor is claiming certification as a 51% Resident Owned Business (ROB) or is certifying as a 30% employer the following form must be returned for all employees that meet the low- or Very low-income requirement.

- Resident Self-Certification and Skills Data Form

Remember, there must be three (3) reasonable solicitations made for all contracts and the residents of the housing authority must be informed of the opportunity and given every chance to submit bids before an award is made.

Any contractor not meeting these requirements will have violated the Section 3 regulation and their contract may and likely will be terminated. If any contractor is terminated for failure to meet Section 3 requirements they will not be able to win awards on any other HUD funded contracts anywhere.

This section left blank intentionally

Section 3 Clause

Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of Section 3 apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Solicitation Overview and Instructions for Contractors

The DCA Section 3 policy requires that when the **Section 3 regulation is triggered by a need for new hires (whether individual employees, contractors or sub-contractors)**, every effort within the contractor's disposal must be made to the greatest extent feasible to offer all available employment and contracting opportunities to its residents based on the tiers below. Only when the regulation is triggered by a contractor and they are unable to offer employment or contracting, the contractor may offer employment related training to the Section 3 residents. The training must be in an amount equal to or exceeding 3% of the total contract award.

I. Tiers for offering all opportunities to Section 3 Residents and Resident Owned Businesses

- **Tier I** are DCA, the sub-recipient or contractor residents/resident owned businesses at the property where the work is being performed
- **Tier II** are other low and very low income persons and Youthbuild participants in the specific project area

II. What is a Section 3 Business Concern and how do they receive Preference in contract award?

A business that meets these certification definitions must receive Preference in contracting:

- Is 51% or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30% of its full-time, permanent staff; or (**During the entire life of the contract**)
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract.

III. Important Items to remember about receiving Preferences in contract award

- Anytime you can elect to hire at 30% of the project area residents as your total New Hires, or
- Sub-contract at least 25% of your total award to a Section 3 Business Concern
- YOU MUST MAINTAIN THOSE PREFERENCE LEVELS DURING THE ENTIRE CONTRACT OR RISK HAVING THE CONTRACT TERMINATED FOR FAILURE TO COMPLY

IV. Other Methods of Compliance

Contractors can provide an array of trainings to Section 3 residents that are employment related, skills enhancing or employment readiness in nature. Here are the methods of achieving compliance through this method:

1. Contractor must develop a solid professional curriculum and it must be approved by a qualified state Department of Labor or DCA, the sub-recipient or contractor.
 2. Contractor may identify a person or persons that are qualified to provide the training within their staff.
 3. Contractors can partner with other groups that provide the desired training and pay them directly for the service.
-

4. The contractor can sub-contract the Section 3 compliance training to an outside firm specializing in training and educational programs to Section 3 residents.

V. All Contracts and All Contractors must meet Section 3 compliance by:

- A. Giving notice of any and all opportunities for employment and contracting to the local PHA and other low and very low income area residents and businesses by posting the opportunity in community sources that are generally available to low income residents and the general public. It is required that a minimum of three (3) of the listed sources will be exercised at least once prior to extending an offer of employment to anyone not covered by Section 3 requirements:
 1. The local community newspaper
 2. The most widely distributed newspaper
 3. Company or agency website
 4. The management office of the local housing authority/homeless service agency/local low income housing community
 5. Local Workforce Board
 6. Other locations as approved by DCA
- B. Clearly stating the requirements for applying for and achieving the opportunity and that the project is paid by "Section 3 Covered funds under the HUD Act of 1968".
- C. Utilizing the Section 3 Clause when soliciting any work.
- D. Hold informational or "How to Apply" meetings when possible prior to requesting bids or taking applications so the residents or businesses are encouraged to apply for the opportunity.
- E. Help link residents or businesses to local resources that may be available to help prepare them for applying for and achieving the opportunity.
- F. Work with DCA, the sub-recipient or contractor in developing a communication and follow up process to track and report all Section 3 application and hiring activities to ensure the reporting of compliance efforts, and that contracting and sub-contracting are accurate.
- G. Provide Preference in hiring and contracting to Section 3 applicants and contractors when all factors are equal for the opportunity including price and salary requests.
- H. **Contractors must provide this package to all sub-contractors when soliciting bids;** meet all the same processes in A-F; and provide Preference to all sub-contractors meeting the definitions as stated in Item II on page 19 in that order of priority when all factors remain equal between Section 3 and non-Section 3 other respondents.
- I. In order for Preference as a Section 3 Contractor to be factored into the award decision, all elements of the solicitation criteria must be equal between contracts. This means price and all other factors must be equal. Then the contractor that has elected Preference on the Certification and Action Plan form and meets that specific rule will be awarded the contract.

Example:

Bill's electrical and Sue's Electrical bid a job where the housing authority has a budget of \$500,000. Bill bids \$480,000 and elects a Preference as a Section 3 business concern because

he qualifies as a 51% Resident Owned Business. Sue bids \$450,000 but does not elect any Preference. Both companies met all the other requirements. Sue will be awarded the contract because Bill's bid was higher.

This section left blank intentionally



Section 3 Contract Compliance Cure and Termination Processes

This language is a component of contract compliance with the work you are responding to in this solicitation. It is being placed in the Section 3 compliance section for ease of reference and due notice. The full requirements are provided in the Section 3 Clause found elsewhere in this package or in the HUD forms as may be applicable.

All contractors claiming a Preference in contracting by meeting any of the three qualifications including; a Resident Owned Business, Hiring 30% of New Hires and/or Sub-contracting at least 25% of total award to a Section 3 Concern shall maintain that status throughout the life of the contract. Failure to meet this requirement will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through execution must comply with the Section 3 requirements by executing the efforts on their Certification and Action Plan in accordance with DCA's Section 3 Policy.

THE STATE ENTITY, the sub-recipient or contractor shall execute these remedies to achieve compliance in this order:

- A. Based on the first observation or report of non-compliance with Section 3, the contractor will be sent an e-mail by the compliance management contractor notifying them of their non-compliance issue. The contractor will have until the next payroll or 14 calendar days, whichever is lesser to bring the contract into compliance.
- B. If at any time a contractor fails to bring the contract into compliance, DCA, the sub-recipient or contractor must withhold all future payments until the contract is in compliance.
- C. The contractor shall have up to 15 business days from the most recent notice of non-compliance to meet compliance as a final cure period or justify in writing to DCA, the sub-recipient or contractor why it cannot meet compliance. DCA, the sub-recipient or contractor must render a response to the contractor within 10 business days of receipt of its letter of reason for non-compliance. If DCA, the sub-recipient or contractor deems the cause to be unacceptable, at its option, can extend the cause period one time for up to 5 days to allow the violator to identify and secure other compliance options, or
- D. If the violator fails to take any corrective action to bring the contract into compliance within 7 business days from the most recent notice of non-compliance, or DCA, the sub-recipient or contractor does not accept any of their corrective plans or justifications for non-compliance, DCA, the sub-recipient or contractor must terminate the contract immediately. **All funds due to the contractor shall be held** and a financial workout of the agreement shall proceed within 24 hours of termination. The workout is to include a contract deduct equal to the total Section 3 contract violation of opportunities provided to non-Section 3 residents or business because they were not offered according to the contract and regulation award. All remaining funds can be paid out based on work satisfactorily completed per the agreement.

Any violator claiming to meet Section 3 compliance by committing to hire residents, fund training itself **shall meet compliance within seven (7) calendar days of contract start** or DCA, the

sub-recipient or contractor shall halt all work related to the agreement and the actions listed in steps A-D in this section shall apply.

The contractor understands and agrees that a compliance management firm may be used to conduct routine and certified payroll reviews to ensure compliance. Contractor agrees to provide the payroll data in an Excel or Word format each time the payroll is processed throughout the contract.

This section left blank intentionally



Georgia Department of Community Affairs
Required Submittal - Section 3 Self-Certification and Action Plan

Name of Business _____

Address of Business _____

Type of Business (Check One): Corporation Partnership Sole Proprietorship Other

Business Activity: _____

All firms and individuals intending to do business with THE STATE ENTITY, its sub-recipients and contractors MUST complete and submit this Action Plan and submit it with the bid, offer, or proposal. Any solicitation response that does not include this document (completed, signed, and notarized) will be considered non-responsive and not eligible for award.

I am Certifying as a Section 3 Concern and requesting Preference accordingly (Select only One Option):

1. A business claiming status as a Section 3 Resident-Owned Business Concern (ROB) entity:
Initial here to select this option _____

Provide Certification for Section 3 Residents and proof that they own a minimum 51% of the business

2. A business claiming Section 3 status, because at least 30% of the existing or newly hired workforce for this specific contract will be Section 3 residents throughout the entire contract period. If a Prime or General Contractor is electing this option, the 30% employment requirement will be for the entire project including all the sub-contractors employees:
Initial here to select this option _____

Check all methods you will employ to secure Section 3 Residents/Persons

Posting the position in community sources that are generally available to low income residents and the general public is a standard requirement. **Check at least three (3) methods you will employ**

- The local community newspaper (Even if in non-English language)
- The most widely distributed newspaper
- Company or agency website
- The management office of the local housing authority/homeless service agency/local low income housing community
- Local Workforce Board
- Other locations as approved by DCA: _____

I anticipate my total number of employees for this contract to be ____ and ____ will be qualified Section 3 Residents/persons.

3. A business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 Business:
Initial here to select this option _____

- Provide a list of intended subcontract Section 3 business(es) with subcontract amount
 - Provide certification & all supporting documentation for each planned subcontract Section 3 Business
-

I am **NOT** certifying as a qualified Section 3 Business Concern but if I trigger the regulation by doing any sub-contracting or hiring, I will comply by (Select from below):

4. I commit to hiring and maintaining throughout the life of any contract awarded as part of this solicitation (Including and changes or modifications) at least _____ Tier I Section 3 Residents from DCA, its sub-recipients and contractors lease holders or housing choice voucher holders administered by DCA. Only if no Tier I residents can be secured, the contractor may hire other low and very low-income persons within the service area. Sufficient written justification will be required as to why no Tier I Resident could be hired.

Check all methods you will employ to secure Section 3 Residents/Persons

Check at least three (3) methods you will employ

- The local community newspaper (Even if in non-English language)
- The most widely distributed newspaper
- Company or agency website
- The management office of the local housing authority/homeless service agency/local low income housing community
- Local Workforce Board
- Other locations as approved by DCA: _____
Initial here to select this option _____

5. I will commit to funding, from my contract, a qualified Section 3 training in place of Employment or Contracting in the amount of 2% or more of my total contract award as required by DCA's policy. That training will commence within ten (10) days of contract start. My training will be:

- Employment Readiness Training (*List Training*) _____ for up to ____ residents
- Employment Skills Classroom (*List Training*) _____ for up to ____ residents
- Employment Skills Job Site (*List Training*) _____ for up to ____ residents
- Other Development (*List Training*): _____ for up to ____ residents
(Contractor understands that if Job Site training is completed by having the trainee complete work comparable to HUD defined employment categories, the trainees must be paid Davis-Bacon wages and covered under their workers compensation insurance)
Initial here to select this option _____

6. I will do the following to meet compliance that meet the 2% for all contracts other economic requirements.

Initial here to select this option _____

This section left blank intentionally



If Contractor does not anticipate triggering the regulation, check this box and initial by the reason below.

_____ I do not anticipate any new hires on this contract.

_____ I do not anticipate any new contracting by my firm on this contract.

I attest that the information on the preceding pages is true and correct.

Signature

Date

Print Name

Title

STATE OF _____)
_____ COUNTY)

I, the undersigned county, a Notary Public in and for said County and in said State, hereby certify that, _____, whose name as _____ of _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he/she, in his/her capability as _____, and with full county, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 20____.

Notary Public _____

My Commission Expires: _____

This section left blank intentionally



Georgia Department of Community Affairs
Required Submittal - Previous Section 3 Compliance Certification

Name of Business

Address of Business

Type of Business (Check One): Corporation Partnership Sole Proprietorship Other

Business Activity:

All firms and individuals intending to do business with DCA, its sub-recipients and contractors **MUST** complete and submit this certification of prior compliance with their bid, offer, or proposal. Any solicitation response that does not include this document will be considered non-responsive and not eligible for award.

I am certifying that I have complied with the HUD Section 3 Regulations in my past contracts **when required** by the recipient, sub-recipient or contractor by employing the following:

1. I was a Section 3 Resident-Owned Business (ROB). List the Contracts Work and HUD Funded Entity:

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

2. I complied with Section 3 by employing at least 30% of the newly hired workforce for these contracts and maintained them throughout the entire contract period:

List the contracts worked and the HUD funded entity:

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

3. I complied with Section 3 by subcontracting 25% of the total dollar award to a qualified Section 3 Business:

List the contracts worked and the HUD funded entity and Section 3 Concern you sub-contracted to:

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

This section left blank intentionally

4. I complied with Section 3 on a previous HUD funded contract by doing these things and with these entities: (What was done?)

List Entities you worked for and contact person name and number:

_____	_____	_____
_____	_____	_____
_____	_____	_____

5. I have never done any HUD funded contracting. Check this box

6. I completed HUD Section 3 covered contracts in the past three years but was not required to meet compliance. Check this box and initial by the corresponding reason below.

_____ I did not trigger the regulation by doing any new hires on the contract(s).

_____ I did not trigger the regulation by doing any new contracting by on the contract(s).

I attest that the information on the preceding pages is true and correct.

Signature

Date

Print Name

Title

STATE OF _____)
_____ COUNTY)

I, the undersigned county, a Notary Public in and for said County and in said State, hereby certify that, _____, whose name as _____ of _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he/she, in his/her capability as _____, and with full county, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

**Assurance of Compliance Certification
Section 3 Action Plan
Housing and Urban Development Act of 1968
(12 U.S.C. 1701 U)**

Contract/Solicitation Name or Number: _____

Purpose: To ensure that regulations promulgated under 24 CFR Part 135 Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects and the Section 3 Plan and Policy of DCA, its sub-recipients and contractors to the greatest extent feasible is adhered to, and to serve as the "assurance of compliance" certification and action plan as required in the bid documents, supplemental general conditions, and required forms for the contract for any HUD work funded by DCA.

Description of the project's work detail: The project work will be as listed in the final scope of work in the contract with DCA, its sub-recipients and contractors including any change orders.

Subcontractor(s): _____ **Subcontractor(s):** _____

Subcontractor(s): _____ **Subcontractor(s):** _____

Subcontractor(s): _____ **Subcontractor(s):** _____

Subcontractor(s): _____ **Subcontractor(s):** _____

Use an additional sheet if required.

Preliminary Statement for Work Force Needs: DCA intends to meet Section 3 compliance at the highest level and it is our intent to identify any short-term and long-term employment or contracting opportunities for qualified Section 3 persons and concerns during the course of your contract funded by DCA via its sub-recipients and contractors. Please list the status of all planned employment position and opportunities for this contract. **Preference for all opportunities must be given to low and very low-income residents if they qualify. If awarded a contract, you are required to provide a list of your aggregate workforce on this project. Any changes to that workforce during the project will constitute new hires. You are hereby notified that you must notify DCA, its sub-recipient or contractor (Respectively) overseeing your contract of any new hire opportunities that arise during the life of your contract. Anticipated workforce list may be provided on a separate sheet or in a different format.**

<u>Category</u>	<u># of Project Workforce Positions</u>	<u>Status of All Positions</u>
-----------------	---	--------------------------------

Skilled

Semi Skilled Labor

Trainees

Laborers

“To the Greatest Extent Feasible”:

The Contractor has identified ___ # of **OPEN** positions with respect to this contract. The positions are filled by the _____ (Position title) of the Contractor.

Should the scope of work or duties of the contractor change to a degree requiring a modification of the work force needs, the contractor shall put forth a reasonable effort to fill vacant positions with the area low and very low-income residents.

Documentation of “To the Greatest Extent Feasible”:

The contractor will work with DCA, its sub-recipients and contractors staff to notify residents of any opportunities afforded under our contract. The contractor will partner with DCA, its sub-recipients and contractors by giving preference of any employment opportunities to the Section 3 persons or concerns.

The contractor shall recruit or attempt to recruit from the Section 3 area the necessary number of low-income and very low-income residents through documentation of their efforts and impediments to comply. DCA, its sub-recipients and contractors shall:

1. Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise eligible and if a trainee vacancy exists.
2. Provide evidence that the contractor has not filled vacant employment positions in its workforce immediately prior to undertaking work in an attempt to circumvent Section 3 regulations.

Review and determine if low-income and very low-income residents meet minimum hiring qualifications. Applicants meeting such minimum qualifications, but not hired due to lack of job openings or for other operations reasons, will be placed on a priority-hiring list and offered positions upon the occurrence of the first available appropriate job opening.

Utilization of Businesses Located or Owned in Substantial Part by Persons Residing in the Area:

The sub-recipient or contractor does ___ does not ___ intend to subcontract any of the work indentified in the scope of work cited in the bid specifications, scope of work or General Conditions.

Should the scope of work or needs of the contractor change, the contractor shall, to the greatest extent feasible, assure that subcontracts be awarded to business concerns within the Section 3 covered area, or to business concerns owned in the substantial part (at least 51%) by persons residing in the Section 3 covered area.

Record Keeping:

The sub-recipient or contractor shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from sub-contractors, etc, in connection with

this contract. If there is a report that is needed as part of the submission, you agree to provide it timely. The contractor shall, upon request, provide such records or copies of records DCA, its sub-recipients and contractors, its staff, or agents.

Reports:

The sub-recipient or contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

Certification:

The sub-recipient or contractor will certify that any vacant employment positions, including training positions that filled:

- 1) After the sub-recipient or contractor is selected but before the contract is executed, and
- 2) With persons other than those to who the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the subcontractor's obligations under 24 CFR Part 135.

Grievance and Compliance:

The sub-recipient or contractor or subcontractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities may file a grievance if efforts to the greatest extent feasible were not executed. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

I attest that the information on the preceding pages is true and correct.

Signature

Date

Print Name

Title

STATE OF _____)
_____ COUNTY)

I, the undersigned county, a Notary Public in and for said County and in said State, hereby certify that, _____, whose name as _____ of _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he/she, in his/her capability as _____, and with full county, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____



RESIDENT SECTION 3 SELF-CERTIFICATION AND SKILLS DATA FORM

The purpose of this form is to comply with HUD Section 3 administration and certification regulations.

Certification for Section 3 Residents or other Low-Income Persons Seeking Employment, Training or Contracting

I, _____, am legal resident of the United States and meet the income eligibility and federal guidelines for a Section 3 Resident as defined within this Certification.

My home address is:

_____ Must be a **Street** address not a P O Box # Apt Number

_____ City State Zip Home # Cell #

_____ County of Residence

Graduated High School or GED (month/year) _____ I Read and Speak English Fluently: Yes or No

Attended College, Trade, or Technical School ___ Yes/No Graduated: ___ Yes/No Year Graduated: _____

Check the Skills, Trades, and/or Professions you have been employed in or contracted to do for others:

- Drywall Hanging Drywall Finishing Interior Painting Framing
- HVAC Electrical Interior Plumbing Exterior Plumbing
- Siding Cabinet Hanging Door Replacement Trim/Carpentry
- Stucco Window/Door Repl. Construction Cleaning Exterior Framing
- Data Entry Receptionist Sales Telephone Customer Service
- Administrative Teaching/Training Personal Care Aide Landscaping
- CDL License Roofing Concrete/Asphalt Work Heavy Equipment Operator
- Fencing Metal/Steel Work Welding Other _____

I am certifying as a Section 3: **Person seeking Training** or **Person seeking employment**

(Check all that apply):

- I am a public housing or section 8 Leaseholder I live in the service area of the Authority

My total annual household income is \$ _____ There are a total of _____ people living in my household

I certify that all of the information given on the preceding page is true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I attest under penalty of perjury that my total household income annually, based on my total household size as listed above is at or below the income amount for that specific size at the time of this document is being signed and notarized. I understand that proof of this statement may be requested in the future.

Signature

Date

STATE OF _____

_____ (COUNTY)

I, the undersigned county, a Notary Public in and for said County and in said State, hereby certify that, _____, whose name as _____ of _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he/she, in his/her capability as _____, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Purpose:

The purpose of Section 3 of the Housing and Urban Development of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic and business opportunities generated by HUD Financial Assistance shall be directed to the Authority Residents and other low- and very low-income persons, particularly those who are recipients of government housing assistance and to business concerns which provide economic opportunities to Residents and other low- and very low-income persons.

Section 3 resident means:

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended, and who is:
 - I. A low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80% of the median family income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
 - II. A very low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2) defines this term to mean families (including single persons) whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments made for smaller or larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Service area means the geographical area in which the persons benefiting from the Section 3-covered project reside.

The figures below represent very low-income families; bottom figures represent low-income families. The most recent income limits established for each county may be found at:

<http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/>.

Sub-Recipient or Contractor to Insert 2013 Income Limits for Project Location										
FY 2013 Income Limit Area	Median Income	FY 2013 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Atlanta MSA	\$66,300	Very Low (50%) Income Limits	\$23,250	\$26,550	\$29,850	\$33,150	\$35,850	\$38,500	\$41,150	\$43,800
		Low (80%) Income Limits	\$37,150	\$42,450	\$47,750	\$53,050	\$57,300	\$61,550	\$65,800	\$70,050