

# INVITATION TO BID

Hendersonville Affordable Housing Corporation (HAHC)  
DEMOLITION SERVICES  
ITB No.: 1002



Date Issued: 1/28/26

Due Date: 2/27/26 3:00 PM EST

Hendersonville Affordable Housing Corporation  
203 N Justice Street  
Hendersonville, NC 28793

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## **I. INTRODUCTION AND PURPOSE**

The Hendersonville Affordable Housing Corporation (HAHC) invites bids from qualified, licensed, and experienced demolition contractors to perform demolition services for residential housing units that sustained severe damage as a direct result of Hurricane Helene (FEMA Disaster DR-4827-NC). Demolition activities will be funded in whole or in part through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

The intent of this Invitation to Bid (ITB) is to identify a contractor with demonstrated experience performing demolition work on federally funded projects and the capacity to complete work in full compliance with FEMA PA eligibility, documentation, audit, and closeout requirements, as well as all applicable federal, State of North Carolina, and local laws and regulations.

Issuance of this ITB does not oblige HAHC to award a contract or to pay any costs incurred in the preparation of a response. HAHC reserves the right to reject any or all responses, waive informalities, and award contracts in the best interest of the Corporation.

## **II. PROJECT DESCRIPTION**

The project consists of the demolition and disposal of forty-nine (49) residential housing units owned by HAHC. The specific structures approved for demolition are disaster damaged and deemed eligible for FEMA PA funding.

### **A. Structure Locations:**

Demolition will be performed at the individual property addresses listed below. Each address corresponds to a structure approved for demolition.

### **LINCOLN CIRCLE UNITS**

<b>Bldg.</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Unit No.</b>	<b>No. of Bedrooms</b>
1	1508 Lincoln Circle	Hendersonville	NC	28792	CC	0
2	1510 Lincoln Circle	Hendersonville	NC	28792	203	2
	1512 Lincoln Circle	Hendersonville	NC	28792	204	2
3	1514 Lincoln Circle	Hendersonville	NC	28792	205	2
	1516 Lincoln Circle	Hendersonville	NC	28792	206	2
4	1518 Lincoln Circle	Hendersonville	NC	28792	207	2
	1520 Lincoln Circle	Hendersonville	NC	28792	208	2
5	1522 Lincoln Circle	Hendersonville	NC	28792	209	3
	1524 Lincoln Circle	Hendersonville	NC	28792	210	3

6	1526 Lincoln Circle	Hendersonville	NC	28792	227	3
	1528 Lincoln Circle	Hendersonville	NC	28792	228	3
7	1530 Lincoln Circle	Hendersonville	NC	28792	229	3
	1532 Lincoln Circle	Hendersonville	NC	28792	230	3
8	1534 Lincoln Circle	Hendersonville	NC	28792	231	3
	1536 Lincoln Circle	Hendersonville	NC	28792	232	3
9	1538 Lincoln Circle	Hendersonville	NC	28792	233	3
	1540 Lincoln Circle	Hendersonville	NC	28792	234	3
10	1511 Lincoln Circle	Hendersonville	NC	28792	219	3
11	1513 Lincoln Circle	Hendersonville	NC	28792	220	3
	1515 Lincoln Circle	Hendersonville	NC	28792	221	3
12	1517 Lincoln Circle	Hendersonville	NC	28792	222	3
	1519 Lincoln Circle	Hendersonville	NC	28792	223	3
13	1521 Lincoln Circle	Hendersonville	NC	28792	224	2
	1523 Lincoln Circle	Hendersonville	NC	28792	225	2
14	1525 Lincoln Circle	Hendersonville	NC	28792	226	4
15	1527 Lincoln Circle	Hendersonville	NC	28792	211	2
	1529 Lincoln Circle	Hendersonville	NC	28792	212	2
16	1531 Lincoln Circle	Hendersonville	NC	28792	213	2
	1533 Lincoln Circle	Hendersonville	NC	28792	214	2
17	1535 Lincoln Circle	Hendersonville	NC	28792	215	3
18	1537 Lincoln Circle	Hendersonville	NC	28792	216	3

## ROBINSON TERRACE UNITS

Bldg.	Street Address	City	State	Zip Code	Unit No.	No. of Bedrooms
1	1106 Robinson Terrace	Hendersonville	NC	28792	284	2
	1108 Robinson Terrace	Hendersonville	NC	28792	285	1
	1110 Robinson Terrace	Hendersonville	NC	28792	286	1

2	1008 Robinson Terrace	Hendersonville	NC	28792	279	2
	1010 Robinson Terrace	Hendersonville	NC	28792	280	2
	1012 Robinson Terrace	Hendersonville	NC	28792	281	2
3						
	1112 Robinson Terrace	Hendersonville	NC	28792	287	2
	1114 Robinson Terrace	Hendersonville	NC	28792	288	3
	1116 Robinson Terrace	Hendersonville	NC	28792	289	3
4	1118 Robinson Terrace	Hendersonville	NC	28792	290	2
	1120 Robinson Terrace	Hendersonville	NC	28792	291	2
	1122 Robinson Terrace	Hendersonville	NC	28792	292	2
5	1124 Robinson Terrace	Hendersonville	NC	28792	293	2
	1126 Robinson Terrace	Hendersonville	NC	28792	294	2
6						
	1102 Robinson Terrace	Hendersonville	NC	28792	282	3
	1104 Robinson Terrace	Hendersonville	NC	28792	283	3
	1128 Robinson Terrace	Hendersonville	NC	28792	295	3
	1130 Robinson Terrace	Hendersonville	NC	28792	296	3

### **Mapping Reference:**

The locations of all structures to be demolished are further depicted in the aerial maps below, which graphically identifies each unit by address and parcel location.

Contractors shall review all listed addresses and exhibits to fully understand the limits, locations, and conditions of work.

### **B. Site Conditions**

Actual site conditions, quantities, and access constraints may vary by structure. Contractors shall be responsible for verifying site conditions prior to commencing work. Adjustments due to unforeseen conditions shall be addressed in accordance with contract provisions and FEMA PA requirements. However, it is the responsibility of the bidder to fully understand site conditions before bidding.

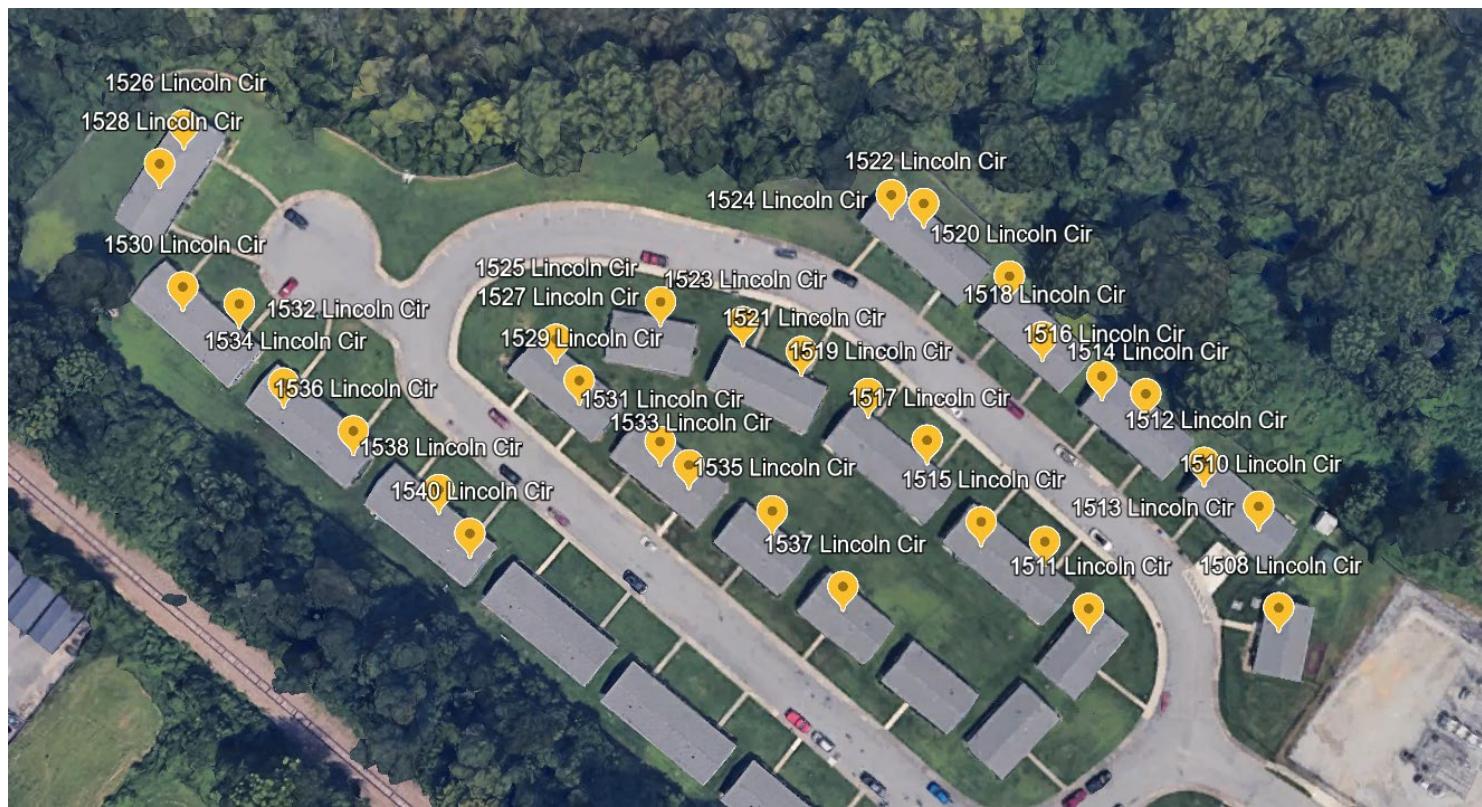


Figure 1: Unit locations at Lincoln Circle



Figure 2: Unit locations at Robinson Terrace

### III. SCOPE OF WORK – DEMOLITION SERVICES

The Contractor shall furnish all labor, supervision, materials, equipment, permits, and incidentals required to perform complete demolition services of the abovementioned units.

The Scope of Services is intended to be comprehensive; however, it may not explicitly identify every task required for successful project completion. The services described below are inclusive and not limited to those listed, and the Contractor shall perform all services necessary to comply with applicable federal, state, and local requirements and to deliver a complete and functional project.

## **A. Pre-Demolition Coordination and Mobilization**

- Attend pre-construction meetings with HAHC and its representatives
- Review scope, sequencing, access, safety, and documentation requirements
- Mobilize personnel and equipment to meet approved schedules

## **B. Site Verification and Utility Coordination**

- Verify structure locations, access, and site conditions
- Coordinate and confirm permanent disconnection of all utilities
- Document utility terminations on a structure-specific basis

## **C. Environmental, Hazardous Materials, and Safety Compliance**

- Comply with OSHA standards and all applicable environmental regulations
- Coordinate required environmental surveys (e.g., asbestos)
- Hazardous materials abatement is **excluded** unless authorized in writing
- Immediately notify HAHC if suspect materials are encountered

## **D. Structure Demolition**

- Perform full demolition of approved structures
- Remove above- and below-grade components unless otherwise directed
- Minimize impacts to adjacent properties and infrastructure

## **E. Debris Segregation, Hauling, and Disposal**

- Segregate debris by material type where practicable
- Transport debris to permitted disposal or recycling facilities
- Maintain disposal records and haul documentation suitable for FEMA review and in compliance with all North Carolina Laws

## **F. Documentation and FEMA PA Support**

- Maintain daily logs, photographs (before/during/after), and quantity tracking by address
- Provide documentation sufficient for FEMA validation, audit, and closeout
- Cooperate with inspections by HAHC, FEMA, and State representatives

## **G. Site Restoration and Stabilization**

- Rough grade sites following demolition
- Eliminate hazards and unstable conditions
- Install erosion control measures unless otherwise directed

## **H. Protection of Adjacent Properties**

- Protect neighboring structures, utilities, and rights-of-way
- Repair damage caused by demolition activities at no additional cost
- Provide and maintain all necessary site safety measures, including temporary fencing, access control, traffic control, and coordination with local authorities as required
- Implement dust, debris, and erosion control measures to prevent impacts to adjacent properties and public areas

## **I. Schedule and Performance**

- Perform work continuously and efficiently per approved schedule
- Minimize disruption to residents and surrounding neighborhoods

## **J. Final Inspection and Closeout**

- Request final inspection upon completion
- Submit all required closeout documentation
- Final acceptance subject to HAHC approval

## **IV. CONTRACT INFORMATION**

**Contract Type:** Lump sum, fixed firm price demolition contract

**Funding Sources:** FEMA Public Assistance, State, and local funds

**Award:** HAHC may award intends to award one contract, but reserves the right to award two (one for Robinson Terrace and one for Lincoln Circle), if it is in the best interest of HAHC

## **V. INVOICING, REPORTING, AND RECORDKEEPING**

The Contractor must meet the following invoicing, reporting and record keeping requirements:

- Invoices must identify disaster, site address, dates of work, and description of services
- Costs must be tracked on a per-structure basis
- Contractor shall retain all records in accordance with 2 CFR Part 200
- Records shall be accessible to HAHC, FEMA, the State of North Carolina, DHS, and auditors
- Records retention period: minimum five (5) years after FEMA closeout

## **VI. FEDERAL CONTRACTING AND FEMA PA REQUIREMENTS**

The selected Contractor shall comply with all applicable federal requirements, including but not limited to:

## **2 CFR Part 200**

Contractor and any subcontractors shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in 2 CFR Part 200, as applicable. This includes, but is not limited to, requirements related to allowable costs, financial management systems, internal controls, procurement standards, record retention, and audit requirements. Contractor shall ensure compliance with all applicable federal, state, and local laws, regulations, and guidance governing the use of federal funds. This clause shall be included in all subcontracts.

## **Equal Employment Opportunity**

In accordance with Executive Order 11246, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause shall be included in all subcontracts.

## **Copeland Anti-Kickback Act**

Contractor and any subcontractors must comply with 18 U.S.C. § 874 and 40 U.S.C. § 3145, prohibiting inducing employees to give up any part of the compensation to which they are entitled.

## **Contract Work Hours and Safety Standards Act**

Contractor and any subcontractors must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708), which requires that laborers and mechanics employed on federally funded contracts in excess of \$100,000 be compensated at a rate of not less than one and one-half times their basic rate of pay for all hours worked in excess of forty (40) hours in a workweek. Contractors shall maintain accurate payroll and timekeeping records and comply with all applicable workplace safety standards. This clause shall be included in all subcontracts.

## **Clean Air Act and Federal Water Pollution Control Act**

Contractors shall comply with all applicable standards under the Clean Air Act (42 U.S.C. § 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. § 1251–1387). Any violations must be reported to FEMA and the appropriate EPA regional office.

## **Debarment and Suspension**

In accordance with 2 CFR Part 180 and 2 CFR Part 3000, contractors must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, or otherwise excluded from participation in federally assisted transactions.

## **Byrd Anti-Lobbying Amendment**

Contractors must certify that no federally appropriated funds have been used to influence an officer or employee of any agency or member of Congress in connection with the awarding of any federal contract.

## **Access to Records and Audit Provisions**

Contractor and any subcontractors shall provide the Owner, FEMA, the State, the U.S. Department of Homeland Security Office of Inspector General, the Comptroller General of the United States, and any other authorized representatives access to any books, documents, papers, and records directly pertinent to this contract for the purposes of inspection, examination, audit, and copying. Records shall be maintained in accordance with applicable federal record retention requirements and shall be made available upon request. This clause shall be included in all subcontracts.

## **Termination for Cause or Convenience**

HAHC may terminate this contract, in whole or in part, for cause or for convenience, in accordance with applicable federal, state, and local laws and regulations. Termination for cause may include, but is not limited to, failure to comply with contract terms, federal requirements, or performance standards. In the event of termination for convenience, the Contractor shall be compensated for allowable and documented costs incurred prior to the effective date of termination, consistent with applicable federal cost principles. This clause shall be included in all subcontracts.

## **VII. INSURANCE AND BONDING REQUIREMENTS**

The Contractor shall procure and maintain, at its own expense, insurance coverage meeting the following minimum limits:

**Commercial General Liability:** \$1,000,000 per occurrence / \$2,000,000 aggregate

**Automobile Liability:** \$1,000,000 combined single limit

**Workers' Compensation:** Statutory limits per North Carolina law

**Employer's Liability:** \$500,000

**Umbrella/Excess Liability:** \$2,000,000

HAHC shall be named as an additional insured on all applicable policies except Workers' Compensation. Certificates of Insurance shall be provided prior to Notice to Proceed and maintained throughout the project.

A bid deposit of 5% of the bid amount shall be provided to HAHC. It may be in the form of a bid bond, certified check or cashier's check.

The awarded bidder must also secure a performance bond and a payment bond equal to 100% of the contract price.

## **VIII. SUBMITTAL REQUIREMENTS**

Submittals shall be clear, concise, and complete. Packages shall follow the format stated below

**A. Cover Letter:** Cover Letter is to be signed by an authorized representative and at minimum, include:

- a. Firm name, address, and primary point of contact
- b. Confirmation of the firm's understanding of the scope of services
- c. Acknowledgement of receipt of all ITB addenda, if applicable
- d. Statement of the firm's ability to comply with all applicable federal, state, and local requirements

**B. Company Profile:** Provide a concise overview of the firm's background and legal standing, including:

- a. Legal name, ownership structure, and years in business
- b. Description of the firm's core services related to demolition
- c. Required demolition contractor licenses and registrations
- d. Disclosure of any parent company, affiliates, or joint venture partner

**C. Demonstrated Experience:** Describe the firm's relevant experience with demolition projects, with emphasis on:

- a. Residential, multi-unit, or disaster-damaged structure demolition
- b. Publicly funded or federally reimbursed projects, if applicable
- c. Projects of similar size, scope, or complexity
- d. Experience working with housing authorities or local governments

**D. Safety Record**

- a. Summary of the firm's safety program and procedures
- b. OSHA recordable incident history, if available
- c. Description of safety training and enforcement practices

**E. References:** Provide a minimum of three (3) references for similar demolition projects, including:

- a. Client name and organization
- b. Project description
- c. Contact name, title, phone number, and email address

**F. Acknowledgement Compliance Requirements:** Provide a signed statement acknowledging the firm's ability and willingness to comply with all applicable requirements, including but not limited to:

- a. Federal, state, and local laws and regulations
- b. Environmental and safety requirements
- c. Insurance, bonding, and licensing requirements

**G. Price:** Provide a total lump sum price for the services in accordance with scope mentioned above.

## **IX. EVALUATION AND SELECTION**

Bids will be evaluated based on a pass/fail review of the following criteria:

- Company Profile
- Licenses
- Safety Record
- References
- Bonding

The bid will then be awarded to the lowest priced, responsive bidder.

## **X. PROCUREMENT SCHEDULE**

Schedule Item	Date and Time
ITB Issued	1/28/26
Questions Due	2/18/26 3:00 PM EST
Bids Due	2/27/26 3:00 PM EST
Optional Pre-Award Site Visit	Upon request of Connie Stewart no later than 2/20/25

## **XI. SUBMISSION INSTRUCTIONS**

Submit five (5) hard copies and one (1) electronic copy in PDF format (provided on a flash drive) of the bid package in accordance with the delivery options below.

- **U.S. Postal Service (USPS) Submissions:**

Connie Stewart, Executive Director  
Hendersonville Affordable Housing Corporation  
PO Box 1106  
Hendersonville, NC 28793

- **Commercial Carrier Submissions (FedEx, UPS, DHL, etc.):**

Connie Stewart, Executive Director  
Hendersonville Affordable Housing Corporation  
203 N Justice Street  
Hendersonville, NC 28793

- **In-Person Deliveries**

Connie Stewart, Executive Director  
Hendersonville Affordable Housing Corporation  
203 N Justice Street  
Hendersonville, NC 28793

Submissions will be accepted until 2/27/26 3:00 PM EST. Late packages will not be accepted. Bid packages must be enclosed in a sealed envelope or package and clearly marked: "**ITB No.: 1002 Demolition Services**".

#### **Questions and Requests for Clarification**

All questions, requests for clarification, or inquiries regarding this Invitation to Bid must be submitted in writing to: [CStewart@hendersonvilleha.org](mailto:CStewart@hendersonvilleha.org) no later than 2/18/26 3:00PM EST.

All communications regarding this ITB, including questions, clarifications, or requests for information, shall be directed solely to the designated point of contact identified in this solicitation. Unauthorized contact with HAHC staff, Board members, or consultants regarding this ITB may result in disqualification.

#### **XII. GENERAL CONDITIONS AND RESERVATION OF RIGHTS**

HAHC reserves the right to reject any or all submissions, to waive technicalities, informalities, or irregularities, to request additional information or clarification from any respondent, and to negotiate contract terms with the most qualified firm(s), in accordance with North Carolina procurement requirements and federal grant regulations.

HAHC may cancel this ITB in whole or in part at any time if it is determined to be in the best interest of the Corporation. Submission of a response does not create any rights on the part of the respondent to be awarded a contract.

All responses submitted in response to this ITB shall become public records in accordance with North Carolina General Statutes, except to the extent that portions are properly identified as confidential or trade secret information under applicable law.

### **XIII. REQUIRED ATTACHMENTS**

Attachment A	Complete Non-Collusion Affidavit
Attachment B	Complete Conflict of Interest Affidavit
Attachment C	Complete E-VERIFY Compliance Affidavit (only for employers with 25 or more employees)
Attachment D	Complete Debarment and Suspension Certification
Attachment E	Complete Certification of No Pending Litigation
Attachment F	Complete Gift Ban / Gratuities Certification
Attachment G	Attach Minority and Women-Owned Business Certification (if applicable)

**ATTACHMENT A – NON-COLLUSION AFFIDAVIT**

Hendersonville Affordable Housing Corporation (HAHC)  
Henderson County, North Carolina

State of North Carolina

County of \_\_\_\_\_

In accordance with the principles of North Carolina General Statutes §143-54 and applicable public procurement requirements adopted by Hendersonville Affordable Housing Corporation (HAHC), the undersigned certifies that this Bid has been submitted independently and without collusion.

I, \_\_\_\_\_, state that I am an authorized officer or representative of \_\_\_\_\_ (the “Proposer”), and that I am authorized to execute this Affidavit on behalf of the Proposer.

I further certify that:

1. The Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any other proposer or person to submit a collusive or sham proposal or to restrain free and open competition.
2. The Proposer has not communicated the contents of its proposal to any competitor or other person with the intent to fix prices, fees, or any other element of the proposal.
3. The proposal is made in good faith and is not the result of any agreement or understanding, formal or informal, to manipulate the procurement process.
4. The Proposer is not in violation of North Carolina General Statutes §143-54, which prohibits agreements to restrain trade or competition in public contracting.
5. The Proposer further certifies compliance with all applicable federal procurement requirements, including but not limited to 2 CFR Part 200, as applicable to the funding source.

I acknowledge that this Affidavit is material to the evaluation and award of any contract by Hendersonville Affordable Housing Corporation (HAHC), including contracts funded with federal, state, or local funds. Any false statement made herein may result in disqualification, termination of any resulting contract, and civil or criminal penalties under applicable law.

Name of Proposer: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

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

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

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

## ATTACHMENT B – CONFLICT OF INTEREST AFFIDAVIT

Hendersonville Affordable Housing Corporation (HAHC)  
Henderson County, North Carolina

State of North Carolina

County of \_\_\_\_\_

In accordance with applicable conflict of interest requirements, including principles set forth in North Carolina General Statutes and federal regulations at 2 CFR Part 200, the undersigned hereby certifies the following on behalf of the Proposer.

I, \_\_\_\_\_, state that I am an authorized officer or representative of \_\_\_\_\_ (the “Proposer”), and that I am authorized to execute this Affidavit on behalf of the Proposer.

I further certify that:

1. Neither the Proposer nor any of its officers, directors, partners, owners, principals, employees, or agents has any actual or potential conflict of interest that would impair the Proposer’s ability to perform the services objectively and in the best interest of Hendersonville Affordable Housing Corporation (HAHC).
2. The Proposer has not offered, given, solicited, or accepted any gratuity, favor, entertainment, loan, or anything of monetary value for the purpose of influencing the procurement process or contract award.
3. No officer, employee, or agent of HAHC has any financial or other interest, direct or indirect, in the Proposer or in the proposed contract, except as fully disclosed in writing to HAHC.
4. The Proposer agrees to immediately disclose in writing to HAHC any actual or potential conflict of interest that arises during the procurement process or the performance of any resulting contract.
5. The Proposer certifies compliance with all applicable federal, state, and local conflict of interest requirements, including but not limited to 2 CFR §200.318(c), as applicable to the funding source.

I acknowledge that this Affidavit is material to the evaluation and award of any contract by Hendersonville Affordable Housing Corporation (HAHC), including contracts funded with federal, state, or local funds. Any failure to disclose a conflict of interest or any false statement made herein may result in disqualification, termination of any resulting contract, and other remedies available under applicable law.

Name of Proposer: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

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

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

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

## ATTACHMENT C – E-VERIFY COMPLIANCE AFFIDAVIT

Hendersonville Affordable Housing Corporation (HAHC)  
Henderson County, North Carolina

State of North Carolina

County of \_\_\_\_\_

Pursuant to North Carolina General Statutes §64-25, the undersigned hereby certifies compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

I, \_\_\_\_\_, state that I am an authorized officer or representative of \_\_\_\_\_ (the “Proposer”), and that I am authorized to execute this Affidavit on behalf of the Proposer.

The Proposer certifies that:

1. The Proposer employs no fewer than twenty-five (25) employees, or is otherwise required to comply with the provisions of North Carolina General Statutes §64-26.
2. The Proposer uses the federal E-Verify system to verify the work authorization of all employees assigned to perform services under any contract awarded as a result of this solicitation.
3. The Proposer will maintain records of such verification and make them available to Hendersonville Affordable Housing Corporation (HAHC) upon request.

The Proposer acknowledges that this certification is material to the award of any contract and that failure to comply may result in disqualification, termination of contract, or other remedies available under North Carolina law.

Name of Proposer: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

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

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

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

## **ATTACHMENT D – DEBARMENT AND SUSPENSION CERTIFICATION**

Hendersonville Affordable Housing Corporation (HAHC)  
Henderson County, North Carolina

In accordance with federal regulations at 2 CFR Part 180 and 2 CFR §200.214, the undersigned hereby certifies the following:

I, \_\_\_\_\_, state that I am an authorized officer or representative of \_\_\_\_\_ (the “Proposer”), and that I am authorized to execute this Certification on behalf of the Proposer.

The Proposer certifies that neither it nor its principals:

1. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally assisted transactions.
2. Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract.
3. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity with any of the offenses listed above.

The Proposer agrees to immediately notify Hendersonville Affordable Housing Corporation (HAHC) if any of the above representations change at any time during the procurement process or performance of any resulting contract.

Name of Proposer: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

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

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

## ATTACHMENT E – CERTIFICATION OF NO PENDING LITIGATION

Hendersonville Affordable Housing Corporation (HAHC)  
Henderson County, North Carolina

State of North Carolina

County of \_\_\_\_\_

The undersigned certifies that the Proposer has no pending litigation, claims, legal actions, or administrative proceedings that would materially affect its ability to perform the services proposed or that would present a material financial risk to Hendersonville Affordable Housing Corporation (HAHC).

I, \_\_\_\_\_, state that I am an authorized officer or representative of \_\_\_\_\_ (the “Proposer”), and that I am authorized to execute this Certification on behalf of the Proposer.

The Proposer further certifies that it will promptly notify HAHC in writing should any such litigation or claim arise during the procurement process or performance of any resulting contract.

Name of Proposer: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

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

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

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

## **ATTACHMENT F – GIFT BAN / GRATUITIES CERTIFICATION**

Hendersonville Affordable Housing Corporation (HAHC)  
Henderson County, North Carolina

State of North Carolina

County of \_\_\_\_\_

In accordance with federal procurement standards at 2 CFR §200.318(c)(1) and applicable North Carolina ethics principles, the undersigned certifies the following on behalf of the Proposer.

I, \_\_\_\_\_, state that I am an authorized officer or representative of \_\_\_\_\_ (the “Proposer”), and that I am authorized to execute this Certification on behalf of the Proposer.

The Proposer certifies that neither it nor any of its officers, directors, partners, principals, employees, or agents has offered or will offer any gift, gratuity, favor, entertainment, or anything of monetary value to any officer, employee, agent, or board member of Hendersonville Affordable Housing Corporation (HAHC) for the purpose of influencing the procurement process or the performance of any resulting contract.

The Proposer understands that violations of this certification may result in disqualification, termination of contract, and other remedies available under applicable law.

Name of Proposer: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

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

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public: \_\_\_\_\_

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