

# REQUEST FOR QUALIFICATIONS

Hendersonville Affordable Housing Corporation (HAHC)  
As-Needed Professional Architectural and Engineering Services  
RFQ No. 1001



Date Issued: 1/28/26  
Due Date: 2/27/26 | 3:00 PM EST

Hendersonville Affordable Housing Corporation  
203 N Justice St  
Hendersonville, NC 28739

## **TABLE OF CONTENTS**

I. Introduction and Purpose

II. Scope of Services

III. Contract Information

IV. Invoicing

V. Reporting and Recordkeeping

VI. Qualifications Package

VII. Evaluation Criteria

VIII. Schedule

IX. Submission Instructions

X. General Conditions

XI. Federal Procurement Rules and Regulations

XII. Required Attachments

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

## **I. INTRODUCTION AND PURPOSE**

The Hendersonville Affordable Housing Corporation “HAHC” invites qualified firms to submit qualification packages for architectural and engineering (A/E) services on an as-needed basis. HAHC requires professional support for planning, design, renovation, mitigation, and construction of HAHC owned properties and facilities. Firms selected will be required to execute a Master Services Agreement and project-specific Task Orders.

HAHC intends to establish a contract for three (3) years, with the option for two (2) two-year renewals. Task orders will be issued on an as-needed basis throughout the contract term.

This procurement is conducted in accordance with N.C.G.S. 143-64.31 (Mini-Brooks Act) and is fully consistent with FEMA Public Assistance procurement standards, which allow qualifications-based selection (QBS) for architectural and engineering services.

Do not submit pricing information with qualifications.

## **II. SCOPE OF SERVICES**

The selected firm(s) may be required to perform, but not be limited to, the following services: This is an on-call, open-ended contract for professional architectural and engineering (A/E) services to support the repair, rehabilitation, reconstruction, and replacement of affordable housing units owned, managed, or sponsored by the Hendersonville Affordable Housing Corporation (HAHC). Services will be provided on an as-needed basis to support FEMA Public Assistance (PA)-eligible disaster recovery projects, other federally funded projects as well as other capital improvement or housing preservation efforts.

The scope and fee will be determined via Task Order separately for each assignment prior to issuance of a Notice to Proceed. Task Orders may include work required to support FEMA PA Categories C–G, hazard mitigation measures under Section 406, and related compliance and documentation requirements.

Project scopes may include, at the direction of HAHC, but are not limited to the following core service areas:

- Post-disaster damage assessments and facility evaluations for HAHC housing units, including documentation of disaster-related impacts consistent with FEMA PA eligibility and damage causation requirements;
- Architectural and engineering services to develop FEMA PA-eligible scopes of work for repair, rehabilitation, reconstruction, or replacement of damaged housing facilities, ensuring alignment with FEMA policies, codes, and standards in effect at the time of the declared disaster;

- Preparation of architectural and engineering design documents, plans, specifications, and construction details necessary to support Project Worksheet (PW) formulation, permitting, procurement, and construction;
- Structural, civil, mechanical, electrical, and plumbing (MEP) engineering services addressing disaster-related damages, code-required upgrades, and compliance with applicable current building codes, life safety standards, and floodplain requirements;
- Preparation of engineer-certified cost estimates, quantity takeoffs, and construction budgets suitable for FEMA PA validation, reconciliation, and closeout;
- Incorporation of FEMA Section 406 hazard mitigation measures, including elevation, floodproofing, wind hardening, or system resiliency improvements, with supporting documentation required for eligibility review;
- Environmental and historic preservation (EHP) coordination and technical assistance to support FEMA PA compliance, including floodplain management, permitting coordination, and preparation of technical documentation needed for agency review;
- Assistance with permitting, plan review, and coordination with local, state, and federal agencies having jurisdiction, ensuring consistency with FEMA PA environmental, code and insurance compliance requirements;
- Construction administration and engineering support during implementation, including field observations, documentation of eligible work, review of change conditions, and assistance with FEMA PA scope or cost adjustments;
- Technical review and support for PW amendments, improved or alternate project considerations, and closeout documentation, including certifications required to support FEMA reimbursement;
- Coordination with HAHC staff, FEMA representatives, state emergency management staff, and other stakeholders to resolve eligibility, scope, or compliance questions throughout project delivery; and
- Preparation of reports, technical memoranda, drawings, visual exhibits, and participation in coordination meetings, public meetings, or board briefings as requested to support project approval, funding, and documentation.
- Conduction of construction administration, inspections, and support of project closeout activities.

Services will be assigned on an as-needed basis through task orders, with each order defining the scope, deliverables, and schedule for that assignment.

The task order process will be as follows:

1. **Request and Scoping Meeting** – HAHC will initiate a request for services and conduct a scoping meeting with the selected firm to define project objectives, constraints, and anticipated deliverables.
2. **Draft Scope and Deliverables** – Based on the scoping discussion, the selected firm will prepare a draft scope of services, schedule, and list of deliverables for review.
3. **Fee Proposal Request** – Upon approval of the draft scope, HAHC will request a fee proposal consistent with the approved scope and applicable procurement requirements.
4. **Negotiation** – HAHC and the selected firm will negotiate scope, schedule, and compensation to ensure fair and reasonable pricing.
5. **Notice to Proceed** – Following execution of the Task Order, HAHC will issue a written Notice to Proceed authorizing the firm to begin work. No work may begin until a Task Order and Notice to Proceed have been fully executed.

### III. CONTRACT INFORMATION

**Term:** 3 years, with two 2-year renewal option.

**Funding Sources:** Federal, state, and local programs.

**Multiple Awards:** HAHC may select more than one firm. Firms are selected solely on qualifications.

**Task Orders:** No pricing is evaluated during RFQ selection. Cost proposals are negotiated via Task Order after selection, once scope is defined. This approach aligns with 2 CFR §200.317–326 and FEMA PA policy for A/E services

**Compliance:** Contractors must comply with 2 CFR Part 200, FEMA procurement requirements, and all applicable state and local laws.

**Prohibited Contract Types:** HAHC will not enter into cost-plus-percentage-of-cost (CPPC) or percentage-of-construction-cost compensation arrangements for any services performed under this RFQ, as such contract types are prohibited under applicable federal procurement standards and are not allowable for reimbursement under most federal funding programs. All professional service compensation must be based on clearly defined scopes of work using negotiated lump sum, fixed price, or other compliant pricing structures tied to specific deliverables.

### IV. Invoicing

#### **Invoicing Requirements:**

The selected firm(s) shall clearly identify on each invoice whether the services provided are related to federally declared disasters and eligible for FEMA Public Assistance reimbursement. Invoices shall include the project name, disaster number (if applicable), location(s) of work, dates of service, and brief description of services performed.

Contractors may be required to submit time records, inspection logs, notes, work products, and other supporting documentation upon request by the Owner or funding agency (FEMA, HUD, or the State). Failure to provide adequate supporting documentation may result in non-payment or reimbursement disallowance.

## V. Reporting and Recordkeeping

**Reporting:** Reporting requirements may include, but are not limited:

- **Progress Reports:**
  - Work Status
  - Completed Milestones/Schedule
  - Upcoming Activities
  - Issues or Delays Encountered
  - Updated timelines
- **Meeting Minutes & Coordination:**
  - Documentation of site meetings, design review meetings, stakeholder or client calls
  - Include attendance, agenda, discussion notes, and follow-up items
- **Deliverable Submission Logs:**
  - Record of when each draft and final deliverable was submitted
  - Include dates, version numbers, and format (PDF, CAD, printed, etc.)
- **Task Order Summary Reports at Closeout**
  - Summarize scope, deliverables, costs, and completion date
  - Identify lessons learned, design changes, or construction issues

**Recordkeeping and Access:** The firm shall maintain all records related to this contract and any FEMA-funded or other federally funded task order in accordance with 2 CFR Part 200 and applicable federal grant record retention rules. Records shall include but are not limited to:

- Timesheets and labor cost backup
- Project plans and deliverables
- Meeting and site visit notes
- Subcontractor invoices and agreements
- Environmental, permitting, or regulatory documentation

All records shall be made available upon request to the Hendersonville Affordable Housing Corporation, State of North Carolina, FEMA, the U.S. Department of Homeland Security, and the Comptroller General of the United States, or any of their authorized representatives for audit or monitoring purposes.

Records must be retained for at least five (5) years following closeout of the federally funded grant unless a longer period is required by law or the funding agency.

## VI. QUALIFICATIONS PACKAGE

Packages should be clear, concise, and complete. Page Limit: Submittals shall not exceed 25 single-sided pages, excluding resumes, cover pages, table of contents and required forms.

Submittals must include the following:

### **Tab 1: Cover Letter**

Provide a cover letter, signed by an authorized officer of the firm, and including the following information:

- The underlying philosophy of the firm in providing the services stated herein.
- Brief description of the firm's operating history.
- Concisely address the highlights of the package.
- Confirm certificate of authorization/certificate of licensure with North Carolina Board of Examiners for Engineers and Surveyors.
- Identify if the firm is classified as a Disadvantaged Business Enterprise, if applicable.
- State any conflicts of interest your firm or any key individuals may have with this program.
- List any pending or settled lawsuits or professional liability claims in which the company was involved during the past five (5) years.
- List all proposed subcontractors who will participate on the team.
- The name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning the package.

### **Tab 2: Firm Qualifications**

Proposer(s) shall include a description of the proposer's business history and number of years in operation. Proposer shall include number of employees, when firm was established, principals of firm, and any other related information.

### **Tab 3: Project Team**

Describe the qualifications and experience of personnel that will provide these services including demonstrated knowledge and understanding of the types of services to be performed; previous experience in similar or related work, and local codes, laws and regulations governing the work. Include an organizational chart. Resumes for key staff should be included in Tab 7.

### **Tab 4: Experience with Similar Projects**

Provide a minimum of five (5) projects describing A/E work your firm has performed in the past for housing authorities, public housing, federally funded projects, or relevant projects.

### **Tab 5: Approach and Resources**

The Proposer(s) shall provide a detailed list of all services that the firm is able to provide and explain how these services will be accomplished. Please include a guaranteed response time in this portion of the submittal.

### **Tab 6: References**

Proposer(s) shall include a list of a minimum of three (3) references, for similar projects only, who can attest to the firm's knowledge, quality of work, timeliness, diligence, and flexibility. Include

names, contact persons, phone numbers and an email address for all references.

### **Tab 7: Required Attachments, Forms & Resumes**

Proposers shall include Attachment A, complete Non-Collusion and Non-Conflict of Interest Affidavit, Attachment B, attach Minority and Women-Owned Business Certification (if applicable), Attachment C attach certificate of authorization/certificate of licensure by North Carolina Board of Examiners for Engineers and Surveyors, and personnel resumes.

## **VII. EVALUATION CRITERIA**

Packages will be evaluated based on the following:

<b>Package Requirement</b>	<b>Possible Points</b>
Firm Qualifications	30
Experience with Similar Projects	20
Project Team	20
Approach and Resources	20
References	10

HAHC may conduct interviews with top-ranked firms prior to final selection. HAHC reserves the right to enter into multiple contracts with the top ranked firms.

## **VIII. SCHEDULE**

**Advertisement of RFQ:** 1/28/26

**Deadline for Questions:** 2/18/26, 3:00 PM EST

**Packages Due:** 2/27/26, 3:00 PM EST

## **IX. SUBMISSION INSTRUCTIONS**

Submit five (5) hard copies and one (1) electronic copy in PDF format (provided on a flash drive) of the qualifications package to the addresses below, based on the delivery method used. In-person deliveries will not be accepted:

- **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

Submissions will be accepted until 2/27/26 3:00 PM EST. Late packages will not be accepted. Qualifications packages must be enclosed in a sealed envelope or package and clearly marked: **“RFQ: 1001 As-Needed Professional Architectural and Engineering Services”**.

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

All questions, requests for clarification, or inquiries regarding this Request for Qualifications (RFQ) 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 RFQ, 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 RFQ may result in disqualification.

## **X. GENERAL CONDITIONS**

The right is reserved by HAHC to waive any irregularities in any package, to reject any or all packages, to re-solicit for packages, if desired, and upon recommendation and justification by HAHC to accept the package which in the judgment of HAHC is deemed the most advantageous for the public and HAHC.

Any package which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful Vendor, or their refusal to enter into HAHC contract, HAHC reserves the right to accept the package of any other Vendor or to re-advertise using the same or revised documentation, at its sole discretion.

All packages become public records under North Carolina law, except as exempted for trade secrets.

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of North Carolina as set forth in the Insurance requirements attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The selected firm shall procure and maintain, for the duration of the contract, insurance coverage with limits not less than the following:

- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Professional Liability (E&O): \$1,000,000 per claim

- Business Automobile Liability: \$1,000,000 combined single limit
- Workers' Compensation: Statutory per N.C. law
- Employer's Liability: \$500,000

Proof of insurance must be submitted prior to contract execution and maintained throughout the term of the agreement. HAHC shall be named as an additional insured on all applicable policies except for Workers' Compensation and Professional Liability.

Minority, Women-Owned, and Small Business participation is strongly encouraged.

HAHC reserves the right to negotiate the final contract with the most qualified firm(s).

The Contractor shall indemnify, defend, and hold harmless the Hendersonville Affordable Housing Corporation, its officers, officials, employees, agents, and representatives from and against any and all claims, demands, suits, actions, damages, liabilities, losses, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees and costs of defense) arising out of or related to:

1. Any negligent act, error, or omission, recklessness, or willful misconduct of the Contractor, its officers, employees, subcontractors, consultants, or agents in the performance of professional services under this Agreement;
2. Any breach of the terms of this Agreement by the Contractor;
3. Any claim for bodily injury, death, or damage to real or personal property arising from or related to the work performed, except to the extent caused by the sole negligence or willful misconduct of the Hendersonville Affordable Housing Corporation.

This obligation shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. The indemnification requirements shall survive the termination or expiration of this Agreement.

## **XI. Federal Procurement Rules and Regulations**

### **A. 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.

### **B. 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.

### **C. 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.

#### **D. 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.

#### **E. 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.

#### **F. Procurement of Recovered Materials**

Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, requiring procurement of products with recycled content where applicable and practicable.

#### **G. No Obligation by Federal Government**

The contractor acknowledges that the federal government is not a party to this contract and shall not be subject to any obligations or liabilities in connection with it.

#### **H. Program Fraud and False or Fraudulent Statements or Related Acts**

Contractor acknowledges that 31 U.S.C. §§ 3801–3812 (Administrative Remedies for False Claims and Statements) applies to actions taken under this contract.

### **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 Qualification Package 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: \_\_\_\_\_