



## 2<sup>nd</sup> SOLICITATION

# REQUEST FOR PROPOSAL

## PROJECT-BASED VOUCHER PROGRAM 2023

122 Edinburgh Court, Greenville, South Carolina 29607  
#2023-01R PBVP

*Housing Authority of the City of Greenville, SC*



122 Edinburgh Court  
Greenville, South Carolina 29607  
[www.tgha.net](http://www.tgha.net)

1<sup>ST</sup> SOLICITATION PROPOSAL DUE DATE:  
February 28, 2023  
2:00 PM E.S.T.

**RE-SOLICITATION PROPOSAL:**  
POSTED: March 17, 2023  
**DUE DATE: April 24, 2023**  
**2:00 PM E.S.T.**



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## **SECTION 1 – GENERAL INFORMATION**

The Housing Authority of the City of Greenville, South Carolina (hereinafter, “TGHA”) is a public entity that was formed in 1938 to provide federally subsidized and housing assistance to low-income families. TGHA is headed by a Chief Executive Officer and governed by a seven-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and TGHA’s procurement policy.

TGHA has an essential mission to provide housing assistance for people with low and moderate incomes. As a truly great community, Greenville, South Carolina, offers affordable housing for people across the income spectrum. TGHA is the catalyst for affordable housing in the Greenville area.

Since 1938, TGHA has provided housing assistance in Greenville, utilizing traditional programs: Public Housing and HCV (Housing Choice Vouchers), previously Section 8 Housing Choice Vouchers, funded by the federal Department of Housing and Urban Development (HUD). In recent years, TGHA has updated its housing portfolio with modern mixed-income developments and continues to search for ways to expand affordable housing throughout the City and County.

TGHA is now a real estate development entity with a social mission of preserving and creating communities of opportunity. As our community continues to grow and change, TGHA continues to develop new strategies to proactively meet the challenges of ***Building Communities of Opportunity*** for the residents of Greenville, South Carolina.

In recent years, TGHA has redeveloped its largest public housing communities under the Federal HOPE VI program using multiple mixed-finance methods, including Low Income Housing Tax Credits, to create new mixed-income communities.

Today, TGHA owns and/or manages a real estate portfolio of 1,117 affordable units, to include; three Rental Assistance Demonstration Developments consisting of 161 units, five Mixed Finance/LIHTC communities consisting of a total of 485 units; and five Tax Credit only communities consisting of 471 units. The Mixed Finance communities include 189 Rental Assistance Demonstration units, 108 Project Based Section 8 assisted units, and 175 Tax Credit units. In addition to these multi-family rental communities, TGHA administers 2,994 tenant-based vouchers; a homeownership program; and the HUD-VASH (Veterans Affairs Supportive Housing) rental assistance program for homeless veterans. TGHA also administers a multitude of resident support and service programs under various HUD and non-HUD grants.

TGHA currently has approximately 60 employees.

The Housing Authority of the City of Greenville, SC (“hereto known as TGHA or Authority”) is seeking proposals from interested professional firms to provide Enterprise Housing Software.

The RFP will be available at the Administrative Office of the Housing Authority of the City of Greenville, South Carolina at 122 Edinburgh Court, Greenville, South Carolina 29607 and available on TGHA website [www.tgha.net](http://www.tgha.net). All addenda and responses to written questions will be published on TGHA website or available in hard copy if requested. It is the Offeror’s responsibility to register on TGHA website and periodically check website for addenda changes and written question responses during the open period of this RFP.

Interested firms must submit one original and three (3) copies and an electronic version of their proposal package, with the items listed in the schedule of submittals, to **Housing Authority of the City of Greenville, Procurement Office, ATTN: Sharron Champion, 122 Edinburgh Court, Greenville, South Carolina 29607. All proposals shall be returned to the Authority by 2:00 PM, Eastern Standard Time, on April 24, 2023.**

**Proposals received in the issuing office after 2:00 P M on April 24, 2023 by Facsimile or by Email will not be considered.** Housing Authority of the City of Greenville, SC (Authority or TGHA) is not responsible for delays in the delivery of mail by the U.S. Postal Service, or private couriers. **It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.** The official time used in the receipt of proposals is that time written or stamped by the Authority.

All requests for interpretation of specifications shall be emailed to [procurement@tgha.net](mailto:procurement@tgha.net) by 2:00 PM, Eastern Standard Time, **April 17, 2023**, Five (5) business days prior to the due date of the proposals. Any changes to this proposal document will be issued as addenda, and will be on file in Procurement until proposals are opened. All such addenda will become part of the contract and all Offerors will be bound by such addenda, whether or not received by the Offeror.

This form must be signed, as well as subsequent addenda, and all pages returned in a sealed envelope. All signatures must be original and not photocopies.

In compliance with this Request for Proposal, and subject to all the conditions thereof, the undersigned offers, if this proposal is accepted within ninety (90) calendar days from the date of the evaluation, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item or negotiated, to be delivered at the time and place specified herein.

The undersigned certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal, and is authorized to contract on behalf of firm named below.

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

Federal Tax ID: \_\_\_\_\_

Company Website: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Sharron Champion**  
**Procurement Dept.**

## **SECTION 2 - SCOPE OF SERVICES**

The Scope of Services in the solicitation outlines the requested services the Authority requires as part of the resulting contract. Each Offeror is requested to restate the Scope of Services and respond in writing, how the services will be met by the Offeror.

### **SCOPE OF SERVICES**

TGHA will consider award of approximately **250 units** of housing under this solicitation to be awarded to the successful property owners and/or developers.

TGHA is undertaking this solicitation to expand the available housing choices for low and moderate income families in the City and County of Greenville, SC; to spur development of quality housing in areas where TGHA is planning or undertaking redevelopment, where quality housing affordable to such households is not readily available, in neighborhoods of opportunity, and to expand the availability of affordable, quality rental housing in a tightening local real estate rental market.

**The only assistance available and to be considered through this process is PBV assistance.** Any other elements of a proposed project, such as use of TGHA or other publicly or privately owned property, or a need for gap or other financing support beyond the project-based voucher assistance, should be addressed separately from the proposals submitted in response to this RFP.

**Potential respondents are encouraged in the strongest possible terms to review this RFP carefully, as some provisions have changed from prior solicitations, and to attend the pre- submission conference.**

### **DESCRIPTION OF PBV PROGRAM**

Through the PBV program, TGHA will enter into housing assistance payment contracts with selected property owners/developers for designated rental units for a term of up to forty (40) years. The term will run congruently to the term of the first mortgage financing or in the case of Low-Income Housing Tax Credits consistent with the extended compliance period. Housing assistance subsidies will be provided while eligible families occupy the rental housing units, and the units meet other program standards. TGHA's published subsidy standards (See Attachment 1) will determine the appropriate unit size for the family size and composition.

Please note that TGHA is a Moving to Work (MTW) Agency and is applying Small Area Fair Market Rents as approved by HUD in its MTW plan. These

TGHA is now seeking proposals for PBV assistance for existing, rehabilitated or newly constructed housing units. Except for existing units, the housing units that will be rehabilitated or newly constructed after this RFP's award must be developed

pursuant to a to-be-executed PBV Agreement to Enter into HAP Contract (AHAP). Certain types of housing units and/or developments are not eligible for PBV assistance including:

- Shared housing.
- Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution.
- Nursing homes or facilities providing continuous psychiatric, medical, nursing service, board and care, or intermediate care. However, TGHA may approve assistance for a dwelling unit in an assisted living facility that provides home health care service such as nursing and therapy for residents of the housing. Units that are owned or controlled by an educational institution or its affiliate and designed for occupancy by the students of the institution.
- Manufactured homes.
- Transitional housing.
- Owner-occupied housing units.
- Units occupied by an ineligible family at the time of proposal submission or prior to execution of the Housing Assistance Payment (HAP) contract; however, TGHA will accept proposals for existing properties with a limited number of currently ineligible households.
- Units for which construction or rehabilitation commenced prior to execution of the Agreement to enter into a Housing Assistance Payments contract (AHAP).
- Subsidized housing unit types determined ineligible in accordance with HUD regulations. These include, but are not limited to, public housing units; units subsidized with any other form of Housing Choice Voucher (Section 8) assistance; units subsidized with any governmental subsidy that covers all or part of the operating costs of the housing; units subsidized with rental assistance under Section 236, Section 521 or Section 101; units subsidized with Section 202 including supportive housing for the elderly; units subsidized under Section 811; units subsidized with any form of tenant-based rental assistance as defined at 24 CFR 982.1(b)(2) including units subsidized with such assistance under the HOME program; and, units with any other duplicative federal, state or local housing subsidy as determined by HUD or TGHA.
- Existing and Occupied Units subsidized with Low Income Housing Tax Credits or other Tax Credits that are within the tax credit compliance period.

**Additional Restrictions and Limitations on the Use of Project Based Voucher Assistance under HUD Income Mixing Requirements:**

TGHA has become a Moving to Work Agency, effective April 1, 2022, and under the MTW Supplement, TGHA will increase the Project Based Voucher Program cap to up to 50% of its baseline voucher allocation. Exempt units described in PIH 2017-21 will continue to be exempt from the MTW 50% cap. Additionally, TGHA will increase the Project Based Voucher Program project cap to up to 100% of units in a project regardless of project type. Projects serving families will not be required to provide supportive services to project based up to 100% of the units.

**All Sites selected for PBV assistance must:**

- Be in full compliance with the applicable laws regarding non-discrimination and accessibility requirements, including the Fair Housing Act and Title VI of the Civil Rights Act of 1964.
- Meet Housing Quality Standards (HQS) (HQS is a series of standards for unit condition related to habitability, safety, and decency. HQS standards can be found at 24 CFR Part 982.401)
- Meet the federal Project Based Voucher Program site selection standards contained in federal regulations at 24 CFR 983.57. <https://www.gpo.gov/fdsys/pkg/CFR-2011-title24-vol4/pdf/CFR-2011-title24-vol4-sec983-57.pdf>.

**Additional Requirements and Procedures for Selected Projects**

***For Rehabilitation or New Construction Projects***

Activities under the PBV program are subject to HUD environmental regulations and review under the National Environmental Policy Act (NEPA) by local authorities.

When rehabilitated or newly constructed housing sites are selected for PBV assistance, the owner must agree to develop the contract units to comply with Housing Quality Standards (HQS as defined at 24 CFR Part 982). The owner and the owner's contractors and subcontractors must comply with all applicable State and federal labor relations laws and regulations, federal equal employment opportunity requirements and HUD's implementing regulations.

TGHA will enter into an Agreement to Enter into a Housing Assistance Payments Contract (AHAP) with the selected proposer(s) subsequent to selection and confirmation of compliance with program requirements. This agreement is included as an attachment. (See Exhibit 2 & 2A) **Please note that any required environmental reviews as required by NEPA regulations, UFAS design approval by TGHA's third-party certifier, and any subsidy layering reviews, if applicable, must be completed prior to execution of the Agreement to Enter into a Housing Assistance Payment Contract (AHAP), and that construction cannot begin until the AHAP Contract has been executed.**

Once units are completed, required documentation of completion has been submitted and approved, any applicable and required certifications have been received, have passed the required HQS inspection, and qualifying tenants have been approved for occupancy, TGHA will enter into a Housing Assistance Payments ("HAP") contract with the owner for all sites selected and approved for PBV assistance. Proposers are encouraged to review the sections of the AHAP regarding completion requirements and consider if all units will be completed at once, or if a phased completion is anticipated. **If the project is proposed as a single-phase project, ALL aspects of construction must be complete before the HAP contract can be executed.** TGHA will make housing assistance payments to the owner in accordance with the HAP contract for those contract units leased and occupied by eligible families during the

HAP contract term subject to funding availability.

***For All Projects***

TGHA will complete initial eligibility screenings for all applicants; however, the owner is responsible for screening and selection of the family to occupy the owner's unit.

During the course of the tenant's lease, the owner may not terminate the lease without good cause. "Good cause" does not include a business or economic reason or desire to use the unit for an individual, family, or non-residential rental purpose. Upon expiration of the lease the owner may: renew the lease; or refuse to renew the lease for good cause.

The amount of the rent to owner is determined in accordance with HUD regulations at 24CFR983.301. Please include proposed rent levels in your proposal. Final rent levels will be determined upon HAP execution.

Payment Standards for Project Based Vouchers and TGHA's current utility allowance schedules are attached as an exhibit to this RFP. (See Attachments 1 & 2).

Rent levels are subject to TGHA review and approval, including review for rent reasonableness, as required by HUD, and defined in TGHA Housing Choice Voucher Program Administrative Plan.

The total rent to the owner for PBV assisted units consists of the tenant rent (the portion of the rent to owner paid by the family) and the rental assistance paid by TGHA in accordance with the HAP contract with the owner.

A Frequently Asked Questions (FAQ) document has been prepared (see Attachment 3) and incorporated into this RFP to provide additional information and clarity on the requirements of this RFP.



### SECTION 3: PROPOSAL SUBMISSION REQUIREMENTS

- 3.1 **General Conditions.** The RFP will be available at the Administrative Office of the Housing Authority of the City of Greenville, South Carolina at 122 Edinburgh Court, Greenville, South Carolina 29607 and available on TGHA website [www.tgha.net](http://www.tgha.net). All addenda and responses to written questions will be published on TGHA website or available in hard copy if requested. It is the Offeror's responsibility to register on TGHA website and periodically check website for addenda changes and written question responses during the open period of this RFP.

All proposals must conform to requirements outlined herein. TGHA reserves the option to require or to request additional information from selected candidates. There may be subsequent instructions, if any, issued to the selected candidates.

The successful Offeror will be expected to execute a standard professional service contract with TGHA based on the proposal submitted and the requirements of this RFP and any future addenda thereto.

Any amendment or addenda may be issued prior to the opening of proposals for the purpose of changing or clarifying the intent of this RFP. All amendments or addenda shall be binding in the same way as if originally written in this RFP.

The Offeror shall identify any conflicts of interest which may arise if the Offeror serves as TGHA's counsel and shall describe how it proposes to avoid such conflicts. The contract will require the Offeror to notify TGHA immediately of any potential conflicts of interest and to undertake immediate action to eliminate the source of the potential conflict. TGHA will reserve the right to make the Offeror aware of situations which may present a conflict of interest and require the Offeror to promptly remedy the situation to the satisfaction of TGHA.

Offerors shall be responsible for informing themselves with respect to all conditions, which might in any way affect the cost or performance of any of the work. Failure to do so shall be at the sole risk of the Offeror and no relief shall be given for errors or omissions by the Offeror.

An authorized representative of the Offeror must sign proposals.

This RFP does not represent a commitment or Offeror by TGHA to enter into contract or other agreement with proposer. The proposal and any information made a part of the proposal will become a part of TGHA's official files without any obligation on TGHA's part to return it to the individual proposer. This RFP and the selected firm's proposal will, by reference, become a part of any formal agreement between the firm and TGHA resulting from this solicitation.

TGHA reserves the right to waive any irregularities or formalities in any or all proposals. Failure to furnish all information requested may disqualify a proposer.

The U.S. Department of Housing and Urban Development, the US Government Accounting Office, the State of South Carolina, TGHA, any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records,

documents, invoices, papers, and the like, of the firm, which shall relate to the performance of the services provided.

The Offeror shall not collude in any manner or engage in any practices with any other proposer(s), which may restrict or eliminate competition. Violations of this instruction will cause the proposal to be rejected. This prohibition is not intended to preclude joint ventures or subcontracts.

- 3.2 Tabbed Proposal Submittal.** In submitting a response, the Offeror acknowledges that the Authority shall not compensate the Offeror for any submission or contract negotiation costs, including without limitation costs of preparation, appearances for interviews, and/or travel expenses. It is essential that the Offeror selected have the necessary knowledge, skills and experience to implement all aspects of the work. All work is to be performed with the highest degree of professional standards, in compliance with all applicable laws, regulations, procedures, criteria and requirements; to include all applicable Federal, State, and local laws and regulations. **Please be sure to submit proposals in the following order with the tab number clearly indicated.** Failure to follow this format or omission of information responsive to these requirements may, in the Authority's sole and absolute discretion, result in disqualification of the Offeror from the RFP process.

<b>TAB #</b>	<b>Tabbed Proposal Submittal Description</b>	
<b>TAB No. 1</b>	<b>General Information.</b>	
	<ul style="list-style-type: none"><li>(a) Letter of Interest including contact name and telephone number (Cover letter)</li><li>(b) Type of Organization; Corporation, Limited Liability Company, Partnership, Joint Venture, individual or Sole Proprietorship. Names of shareholders, members, partners, principals, and any other persons exercising control over the entity(ies).</li><li>(c) Organizational Certifications:</li><li>(d) Copies of Certificate of Incorporation, Certificate of Organization, Partnership Agreement, Joint Venture Agreement, or other organizational documents.</li><li>(e) All applicable Licenses/Certifications.</li><li>(f) A corporate or partnership resolution signed by the Secretary of the Corporation or Partnership and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract, and any amendments thereto.</li></ul>	
<b>TAB No. 2</b>	Listing and narrative of the Respondent's Team Members and the roles each will have in the initiative being pursued under this RFP.	
<b>TAB No. 3</b>	Attachment 4: Application Form	

Including:

- ☐ Building Information
- ☐ Need for PBV assistance to make the project feasible
- ☐ Other forms of assistance received
- ☐ Other affordability restrictions (if any)
- ☐ Handicapped unit accessibility features
- ☐ Intended resident population
- ☐ Tenant selection criteria and plan
- ☐ Unit Information
- ☐ Community/Neighborhood Amenities
- ☐ Unit/Development Amenities
- ☐ Owner experience owning/developing rental housing
- ☐ Owner experience managing/maintaining rental housing
- ☐ Management and Maintenance Plans
- ☐ Services to be provided, with service providers, if applicable (Including services for all residents. Services provided that are required of residents for occupancy in “Excepted Units” should be included in an Additional Exhibit as described under 4.e. below).
- ☐ Additional narrative pages may be added. It is recommended that a narrative highlighting applicable items from the Application Form that correlate to each of the rating factors on in Exhibit 5.

**TAB  
No. 4**

**Additional Exhibits (if applicable)**

1.

- (a) Sources and Uses for Rehabilitation/Construction Financing
- (b) Project Draft Pro-forma
- (c) Clear Evidence of Site Control (documentation of ownership or agreements with property ownership)
- (d) For New Construction Proposals – Schematic Site Plan showing building footprints, parking, and rough site grades
- (e) For “Excepted Units” – the number of units by size and type, description of specific services to be provided, identification of the service provider and their qualifications, and information on the contract of participation requirements and the monitoring measures to be utilized by management to verify compliance.

**TAB  
No. 5**

**Section 3 Business/WBE/MBE Preference Documentation (Optional Item).** For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as **Attachment 4** and any documentation required by that form.

**TAB  
No. 6**

**Forms.** Submit the following Forms and HUD Certifications. These Forms are attached hereto as **Attachment 5** to this RFP document. These forms shall constitute a part of the RFP and any contract.

All work will be performed in accordance with professional standards, HUD regulations, requirements and criteria, local codes, regulations, ordinances, and statutes.

- ☐ Profile of Firm
- ☐ 2023 TGHA Payment Standards & Subsidy Standards
- ☐ Form HUD-2992: Certification Regarding Debarment and Suspension
- ☐ Form HUD-50071: Certification of Payments to Influence Federal Transaction
- ☐ Form HUD-5369-B: Instructions to Offerors Non-Construction
- ☐ Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract
- ☐ Form HUD-5370-C - General Conditions Non-Construction Contracts
- ☐ Form HUD-52267 Allowances for Tenant Furnished Utilities and Other Services
- ☐ Frequently Asked Questions
- ☐ Application for Project-Based Voucher Assistance
- ☐ Form HUD-52531a & 52531b
- ☐ Acknowledgement of Addendum
- ☐ Non- Conclusive Affidavit
- ☐ Form W-9

**TAB  
No. 7**

**Insurance & Business License.** Evidence that the Firm or Individual is currently licensed and registered in Greenville, South Carolina and maintains liability, property, workmen's compensation, errors and omissions and automobile insurance.

Please attach a copy of the firm's and staff's licenses and insurance certificates.

(Note: This is a YES or NO criterion: If the answer is NO, the firm may be disqualified, not point-scored).

## SECTION 4- PROPOSAL EVALUATION

- 4.1 Evaluation Process.** TGHA's selection committee will initially screen the proposals, rate according to evaluation factors, and at our discretion interview the most qualified firms. Award may be made without discussions if TGHA deems no purpose would be served. TGHA reserves the right to reject any or all proposals.

Formal communication such as requests for clarification and/or information concerning this solicitation shall be submitted in writing no later than 2:00pm, on June 13, 2023 EST.

- 4.2 Evaluation Factors.** The following factors will be utilized by TGHA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

The City of Greenville Housing Authority, SC Project-Based Voucher Proposal Evaluation Criteria			
<b>1.</b>	<b>Project Accessibility</b>		
a.	Does project meet Section 504 minimum accessibility requirements for units and project common areas? <i>Note:</i> Projects that do not meet this minimum threshold, will be ineligible for consideration	Yes/No	
<b>2.</b>	<b>Project Design</b>	<b>20 points maximum</b>	
a	Project design incorporates site, unit and common area features and amenities that are responsive to the needs of the resident population.	5	
b	For New Construction and Adaptive Reuse Projects: The applicant certifies that the project will be developed in accordance with the minimum requirements of any one of the following programs: Leadership in Energy & Environmental Design (LEED); Green Communities; Passive House Institute US (PHIUS); Passive House; Living Building Challenge; National Green Building Standard ICC / ASRAE – 700 silver or higher rating; or the GreenPoint Rated Program.	10	

c	For Rehabilitation Projects: The applicant certifies the project will be developed in accordance with the minimum requirements of any one of the following programs: Leadership in Energy & Environmental Design (LEED); GreenPoint Rated Existing Home Multifamily Program; Passive House Institute US (PHIUS); Passive House; Living Building Challenge; National Green Building Standard ICC / ASRAE – 700 silver or higher rating; or 2015 Enterprise Green Communities, to the extent it can be applied to existing multifamily building.	10	
d	Project demonstrates deployment of cost-effective construction methods	5	
	<b>Total points awarded for category 2</b>		
<b>3.</b>	<b>Financial Feasibility of Project Commitment to Providing Long-Term Affordable Housing</b>	<b>30 points maximum</b>	
a	Project demonstrates financial feasibility for the up to 40-year Housing Assistance Payments Contract period. Projects receiving the highest scores will document operating feasibility using generally accepted affordable housing finance assumptions and modeling and will provide a detailed operating plan identifying all sources of funding.	20	
b	Project demonstrates maximum feasible affordability of rent restricted and market-rate units over the life of the HAP contract.	5	
c	An additional 5 points will be provided to projects that provide maximum financial feasibility for up to 40 years.	5	
	<b>Total points awarded for category 3</b>		
<b>3.</b>	<b>Experience with Similar Projects</b>	<b>20 points maximum</b>	
a	Owner/Manager demonstrates experience and ability to design and construct high quality affordable housing units at all levels of affordability utilizing project-based vouchers.	15	
b	Owner/Manager does not have experience with a project-based voucher program, but is partnering with another entity with such experience.	5	
c.	Owner/Manager has experience with effective property management	5	
	<b>Total points awarded for category 3</b>		
<b>4.</b>	<b>Project Readiness</b>	<b>20 points maximum</b>	

a	Project consists of newly constructed or substantially rehabilitated units that will be ready for occupancy within 12 months of signing the Agreement to Enter into a Housing Assistance Payments (AHAP) contract.	20	
b	Project consists of existing Housing that is ready for occupancy within 45 days of project selection.	10	
c	Project consists of newly constructed or substantially rehabilitated units that will be ready for occupancy beyond 12 months of signing the Agreement to Enter into a Housing Assistance Payments (AHAP) contract.	5	
	<b><i>Total points awarded for category 4</i></b>		
<b>5.</b>	<b>Inclusion of Permanent Supportive Housing</b>	<b>20 points maximum</b>	
a	PBV units are designated as Permanent Supportive Housing (PSH) units	5	
b	PBV PSH units will receive vacancy referrals from the Greenville County Coordinated Entry System	10	
c	Project has a wide range of appropriate supportive services provided by experienced service providers. Funding for supportive services is evident.	5	
	<b><i>Total points awarded for category 5</i></b>		
<b>6.</b>	<b>Deconcentration and Proximity/Accessibility to Transportation and Services/Opportunities</b>	<b>25 points maximum</b>	
a	Project is located in an area where the poverty rate is less than 20%, or in an area where the overall poverty rate declined over the past five years (documentation demonstrating the reduction in poverty rate must be included).	10	
b	The project is located in an area where there are, within a reasonable traveling distance, meaningful opportunities for educational and economic advancement. Educational opportunity includes adult education, vocational school, state, or community college. Economic advancement opportunities include retail and other businesses offering entry-level job opportunities.	5	
c	Project is adjacent to, or located within 1 mile of transit services	5	
d	Project demonstrates that it achieves social equity through affirmative marketing and furthers State and Federal Affirmatively Furthering Fair Housing goals	5	
	<b><i>Total points awarded for category 6</i></b>		

<b>7.</b>	<b>Unit Size Available</b>	<b>10 points Maximum</b>	
a	Units to be project-based include more than one unit type (studio, one, and/or two bedroom)	10	
	<b><i>Total points awarded for category 7</i></b>		
<b>8.</b>	<b>Proposed Contract Rent</b>	<b>10 points maximum</b>	
a	Proposed contract rent is no greater than the HUD published Fair Market Rent for the area	10	
	<b><i>Total points awarded for category 8</i></b>		
	<b>Total points Awarded for all categories</b>	<b>155 Points Maximum</b>	



## SECTION 5- AWARD CRITERIA

**5.1 Award.** Following the evaluation of Proposals, the Authority will compose a list of highest-rated, responsible Offerors to determine the competitive range. The Authority shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible, and suitable based on initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews or oral presentations shall be permissible. Such Offerors shall be encouraged to elaborate on their proposals and performance data or staff expertise pertinent to the proposed services, as well as alternative concepts.

### 5.2

At the conclusion of the informal interviews (if any), on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point any firm deemed not to be in the competitive range shall be notified of such in writing by the Authority. The Authority shall negotiate with the top two firms. The Authority shall award the contract to the most qualified Offeror(s) whose proposals will be most advantageous to the Authority and with whom the Authority is able to reach agreement. In negotiations regarding the terms of the contract, the Authority has no legal authority to indemnify the Offeror. Firms submitting proposals agree that they will not ask the Authority to indemnify them in any resulting contract.

The Authority may: (a) reject any and all proposal packages received; (b) waive any minor irregularities or technicalities in the proposal packages received; (c) make a single or multiple awards under this RFP; (d) amend this solicitation as permitted by applicable law; or (e) cancel this solicitation in its entirety or any portion thereof.

**5.3 Contract Award Procedure.** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

**5.3.1** By completing, executing, and submitting the Proposal, the “Offeror is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Authority including the contract clauses already attached. Accordingly, the Authority has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.”

**5.3.2 Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Authority pursuant to this RFP:

**5.3.3 Contract Form.** The Authority will execute a contract on the Contractor's form (please note that the Authority reserves the right to amend this form and terms as the Authority deems necessary).

**5.3.3.1 HUD Forms.** Please note that the Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

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

**5.3.3.3 Unauthorized Sub-Contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Authority, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

**5.4 Contract Period.** TGHA contemplates award of a fixed fee/hourly rate contract for Three (3) years with options to extend for up to two (2) additional one (1) year extension. The charges for services must be directly related to the hours of work performed. All services must be fully itemized as to the type of work performed and time expended. Payment terms will be negotiated between TGHA and the selected Offeror. All services will be assigned by the Chief Executive Officer (CEO) or designee.

**5.5 Contract Type.** This RFP will result in a contract with payment terms to be negotiated between the Authority and the selected Offeror. The contract shall commence on the date specified therein and will be base period of two years with three option years. The Authority will evaluate the proposals based on all five years. Ninety days before the end of the contract, the Authority will notify the vendor whether we intend to exercise an option year.

**5.6 Confidentiality**

**5.6.1** During the term of this contract, as well as thereafter, all information pertaining to the Authority shall be kept confidential unless such information is open to the public under local, state, and/or federal law. Contractor shall not use any such information to the detriment of the Authority or its officers or employees at any time during or after the period of this contract.

**5.6.2** Any inquiries from the media concerning the Authority or matters for which the Authority engages shall be communicated immediately to the Chief Executive Officer (CEO). Contractor shall communicate with the Authority to develop an appropriate response, if one is warranted.

## **SECTION 6- SUPPLEMENTAL INSTRUCTIONS TO RESPONDENTS**

Prospective Offerors desiring any explanation or interpretation of the solicitation must request it by 2:00 PM on February 21, 2023 (Eastern Standard Time), at least Five business days before

the RFP due date. This will allow issuance of any necessary amendment to the RFP. Written questions must be emailed to [procurement@tgha.net](mailto:procurement@tgha.net).

Any information given to a prospective Offeror about this solicitation will be furnished to all other prospective Offerors as a written amendment to the solicitation. All communication for this RFP shall be in writing. Any verbal communication in regard to this RFP will be considered non-binding.

**All responses to the RFP must be enclosed in a sealed envelope and labeled as follows:**

**RFP# 2023-01R-PBVP Project-Based Voucher Program**

The RFP response must be addressed to:

Housing Authority of the City of Greenville, SC  
Attention: **RFP # 2023-01R-pbvp PROJECT-BASED VOUCHER PROGRAM**  
122 Edinburgh Court  
Greenville, South Carolina 29607

All Proposals are **due by 2:00 PM, Eastern Standard Time, April 24, 2023**. Any proposal received after this deadline will not be considered.

Offers by telegram, telephone, facsimile, e-mail, and handwritten proposals will not be accepted by TGHA.

**One (1) original and three (3) copies of the proposal must be submitted. The proposals must be submitted in a 3-ring binder and tabbed specific to evaluation criteria. The (1) original proposal must be marked "ORIGINAL" on the first page. An electronic version of the proposal on a thumb drive must be included in the submission packet.**

TGHA reserves the right to reject any or all proposals with or without cause.

**6.1 TIMETABLE**

- |                                   |                       |
|-----------------------------------|-----------------------|
| 1. RFP Available                  | <b>March 17, 2023</b> |
| 2. Deadline for Written Questions | <b>April 17, 2023</b> |
| 3. Submittal Due                  | <b>April 24, 2023</b> |
| 4. Anticipated Contract Award     | <b>TBD</b>            |

- 6.2 Confidentiality of Proposals:** There will be no public opening of proposal packages. All proposal packages and information concerning same shall remain confidential until all negotiations are completed, and the Notice of Award is issued. Offerors are hereby notified that all proposal packages received by the Authority shall be included as part of the official contract file. Therefore, any part of the proposal package that is not considered confidential, privileged, or proprietary under any applicable Federal, State or local law may be available for public inspection upon completion of the procurement process. Notwithstanding the foregoing, the applicable provisions of Federal, State and local laws shall govern the confidentiality of proposal packages despite anything contrary to this provision stated in the Request for Proposals.

Ownership of all data, materials, and documentation originated and prepared for the Authority pursuant to the RFP shall belong exclusively to the Authority and be subject to public inspection in accordance with the South Carolina Freedom of Information Act.

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the [South Carolina Freedom of Information Act](#); however, the Offeror must invoke the protections of § 30-4-10 of the Code of South Carolina, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

Therefore, any part of the proposal package which, in the opinion of counsel to the Authority, is not exempt from production under the South Carolina Freedom of Information Act shall be available for public inspection upon completion of the procurement process.

Should the proposal contain proprietary information, provide one (1) redacted hard copy of the proposal and attachments with proprietary portions removed or blacked out. The electronic file should also include a copy of the redacted copy labelled as such. The redacted copy should be clearly marked "Redacted Copy" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. TGHA shall not be responsible for the Offeror's failure to exclude proprietary information from this redacted copy.

## **SECTION 7- FORMS AND ATTACHMENTS**

- 7.1** Submit the following Forms and HUD Certifications under a separate tab (**Attachment 5**). These forms shall constitute a part of the RFP and any contract. All work will be performed in accordance with professional standards, HUD regulations, requirements and criteria, local codes, regulations, ordinances, and statutes.

- ☐ Profile of Firm
- ☐ 2023 TGHA Payment Standards & Subsidy Standards
- ☐ Form HUD-2992: Certification Regarding Debarment and Suspension
- ☐ Form HUD-50071: Certification of Payments to Influence Federal Transaction
- ☐ Form HUD-5369-B: Instructions to Offerors Non-Construction
- ☐ Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract
- ☐ Form HUD-5370-C - General Conditions Non-Construction Contracts
- ☐ Form HUD-52267 Allowances for Tenant Furnished Utilities and Other Services
- ☐ Frequently Asked Questions
- ☐ Application for Project-Based Voucher Assistance
- ☐ Form HUD-52531a & 52531b
- ☐ Acknowledgement of Addendum
- ☐ Non- Conclusive Affidavit
- ☐ Form W-9

## SECTION 8- SPECIAL CONDITIONS

- 8.1 Standards of Conduct.** The successful Offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- 8.2 Section 3 and Minority/Women Owned Business Participation.** The firm awarded the contract agrees to use its best efforts to subcontract and employ Section 3 and minority business enterprises and/or women business enterprises, certified as such or recognized by TGHA as such. TGHA is an equal opportunity employer and requires all of its contractors to comply with policies and regulations concerning equal employment opportunity. TGHA has a goal of 10% for its Section 3 Resident Participation goal and 30% for MBE/WBE participation.
- 8.3 Insurance.** The successful Offeror shall provide TGHA with evidence of all appropriate and applicable insurance coverage carried by the firm, including policy coverage periods. Offerors shall furnish TGHA with certificates of insurance, showing that the following insurance is in force and will insure all operations under this RFP.

All policies must be in amounts acceptable to the Authority. Upon Notice of Award, the Authority must be named as an additional insured on all policies and the policy must provide that coverage cannot be canceled without notice to the Authority at least thirty (30) days before the effective date of such cancellation. Notwithstanding the foregoing, the Authority reserves the right, in its sole discretion, to raise, waive or reduce the limits of any insurance coverage, including deductibles, required under this Request for Proposals, or to otherwise modify insurance requirements as it deems appropriate.

- 8.3.1 Professional Liability Insurance** – The successful Offeror shall maintain a policy of professional liability insurance in the amount of at least \$2,000,000 per occurrence.
- 8.3.2 Workers' Compensation** in accordance with the State of South Carolina rules and Regulations.
- 8.3.4 General Liability Insurance** with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence.
- 8.3.5 Automobile liability** on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.
- 8.3.6 City/State Business License.** If applicable, a copy of the Offeror's license(s) allowing that entity to provide such services within the City of Greenville and/or

the state of South Carolina.

All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of South Carolina. Offeror shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty days prior written notice.

## **SECTION 9. RESERVATION OF RIGHTS**

TGHA reserves the right to:

- 9.1 Right to Reject, Waive or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by TGHA to be in its best interests.
- 9.2 Right to Not Award.** Not to award a contract pursuant to this RFP.
- 9.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 9.4 Right to Determine Time and Location.** Determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 9.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Contracting Officer (CO) named herein.
- 9.6 Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- 9.7 Right to Reject any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 9.8 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 9.9 Right to Prohibit – Right to Reject.** At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.

# Attachment 1

- Experience Form



## Experience Form

**Please complete a form for each organization that you have provided PBV Program in the last five (5) years similar to TGHA. (List no more than 10 organizations)**

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Organization Size (# Employees): \_\_\_\_\_ Organization Website: \_\_\_\_\_

Type of Organization: \_\_\_\_\_ Public \_\_\_\_\_ Private \_\_\_\_\_ Quasi-Governmental

Organization Description:

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contract Term (if renewable, has it been renewed?):

Type of Financial Advisory Services Provided to Organization:

# Attachment 2

- Questionnaire

## Questionnaire

**If you answer yes to any of the following, on a separate attachment, provide a detailed explanation regarding the circumstances relating to same, including the names, addresses and phone numbers of persons who might be contacted for additional information.**

1. Has your organization, any principal of your organization, or any "Affiliated Entity" (i.e. an entity of which your organization or one or more principals of your organization serves or served as general partner, managing member, or manager, or an entity in which your organization or the principal[s] of your organization (individually or collectively) have or had a greater than 50% interest):

- a. Ever been terminated on a contract for cause?

Yes \_\_\_\_

No \_\_\_\_

- b. Within the last five years, made payment on a contract for damages?

Yes \_\_\_\_

No \_\_\_\_

2. Has your organization, any principal of your organization, or any Affiliated Entity, in the last three years, received a final order for willful and/or repeated violation(s) issued by any government agency?

Yes \_\_\_\_

No \_\_\_\_

3. In the last ten years, has your organization, any principal of your organization, or any Affiliated Entity, had any judgment entered against it or them for any claim sounding in breach of contract, tortious interference with contract or a contract expectancy, discrimination, or fraud?

Yes \_\_\_\_

No \_\_\_\_

If yes, please on a separate attachment, state the person or entity against whom the judgment was entered, give the location and date of the judgment, describe the project involved, and explain the circumstances relating to the judgment, including the names, addresses and phone numbers of persons who might be contacted for additional information.

4. If you answer yes to any of the following, please on a separate attachment, state the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information. In the last ten years, has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:

- a. Ever been found guilty of charges related to conflict of interest?

Yes \_\_\_\_

No \_\_\_\_

- b. Ever been convicted of criminal charges relating to contracting or bribery?

Yes \_\_\_\_

No \_\_\_\_

5. Is your organization or any officer, director, partner or owner currently debarred from doing federal, state or local government work for any reason?

Yes \_\_\_\_

No \_\_\_\_

6. Is your organization or any officer, director, partner or owner currently censured by HUD Real Estate Assessment Center (REAC) from doing work for any reason?

Yes \_\_\_\_

No \_\_\_\_

# Attachment 3

- Section 3 Business/WBE/MBE Preference Documentation

## **SECTION 3**

### *Job Training, Employment, and Contracting Opportunities for Low-Income Persons*

#### **A TOOL FOR “ECONOMIC UPLIFT”**

Section 3 of the Housing and Urban Development Act of 1968 is a tool that is used to realize HUD’s commitment to the “economic uplift” for public housing (HA) communities. It requires that public housing authorities (HAs), as well as their contractors and subcontractors, make good faith efforts to provide opportunities for job training, employment, and contracting to low-income persons, particularly those who are recipients of federal housing assistance.

#### **GOOD FAITH EFFORT**

Under regulations at 24 CFR 135, HAs and their contractors must make “good faith efforts” to use area residents as trainees and employees and to award contracts to businesses located within the Section 3-covered project areas. Good faith effort means a contractor must take concrete steps to expand resident training and employment opportunities, such as making residents aware of the employment application process and actually employing Section 3 area residents.

#### **OUTREACH TO EXPAND SECTION 3 RESIDENT TRAINING AND EMPLOYMENT OPPORTUNITIES**

- Advertising in the local media;
- Distributing flyers on training & job opportunities to every occupied dwelling unit of Section 3 communities, and posting in common areas;
- Asking resident councils and other resident bodies to help promote resident participation, and asking similar help from community leaders and organizations;
- Informing labor organizations and private job training agencies of potential jobs and contracting opportunities;
- Holding job information meetings and workshops to help Section 3 resident’s complete applications;
- Arranging for a place within the housing community for residents to drop off employment application forms and hold interviews.

#### **PROMOTING BUSINESS PARTICIPATION**

- Advertisement in local media and trade association papers;
- Posting flyers in the housing community;
- Developing a list of eligible Section 3 businesses;
- Giving all eligible concerns written notice in time for them to participate in pre-bid meetings and meet proposal deadlines;
- Holding workshops on contract procedures;
- Dividing contract work to allow wider participation;
- Promoting joint ventures between a large business and Section 3 business concerns;
- Limiting competition for PHA-administered opportunities to resident-owned businesses through the use of alternative procurement procedures for contracts under \$500,000, as described in HUD regulations at 24 CFR 963.

TGHA requires that all contractors doing business with the Authority make a “good faith effort” to use area residents as trainees and employees and to award contracts to businesses located within the Section 3 covered project areas. Good faith efforts will include concrete steps to expand resident training and employment opportunities, such as making residents aware of the employment application process and employing qualified Section 3 area residents.

It is the policy of TGHA to ensure that employment and other economic opportunities generated by the result of contracts awarded that are funded with federal financial assistance shall, to the greatest extent feasible, be directed toward low and very low-income persons, particularly those who are recipients of government assistance for housing.

This policy sets forth the practices required for contractors to hire Section 3 Residents and to subcontract with business concerns owned in whole or in part by Section 3 Residents. This document also sets forth the requirements for the contracting with business concerns owned in whole or in part by Section 3 Residents, Minority, Women, Disadvantaged, Disabled Veterans and Labor Surplus Area Business Enterprises.

**Contractors who are not able to otherwise meet the Section 3 requirements set forth in this policy may contribute to the TGHA Resident Services Section 3 Employment Education fund. Such contribution shall be in the amount of a minimum of 5% of the total contract costs below \$100,000; 4% of the total contract costs between \$100,001 and \$500,000; and 2% for contracts in excess of \$1,000,000 and so noted within proposal submittal.**

### **Required Efforts**

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, all feasible efforts shall be made to ensure that minority-owned, small disadvantaged and Section 3 businesses, women’s business enterprises, labor surplus area businesses and other individuals or firms located in or owned in substantial part by persons residing in the area of the TGHA project are used when possible. Such efforts shall include, but shall not be limited to:

1. Including such firms, when qualified, on solicitation mailing lists;
2. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms; Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

5. Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
6. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

### **Definitions**

1. A small business is defined as a business that is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR Part 121 should be used to determine business size.
2. A minority-owned business is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals.

Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

3. A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.
4. A "Section 3 business concern" is as defined under 24 CFR Part 135.
5. A Disabled Veterans Enterprise (DVE) is a sole proprietorship, partnership, or corporation owned, operated, controlled by a disabled veteran (as determined by the Veterans Administration) who have at least 51% ownership. The disabled veteran must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of women ownership. To qualify as an eligible DVE, the business must be certified and in good standing with the State of South Carolina.
6. A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the DOL in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.
7. Section 3 Residents are residents of housing programs managed, administered, or sponsored by TGHA; an individual residing in the Greenville County Statistical Metropolitan Survey Area and, who is a low-income person, earning less than 80% of area median income; or a very low-income person, earning less than 50% of area median income.

## **Goals**

1. **Section 3 Resident Participation Goal.** TGHA has established a goal of a minimum percentage of 10% of Section 3 Residents as “New Hires” for all contracts in excess of \$100,000.
2. **Minority/Women Business Enterprise Goal.** TGHA has set a goal of achieving at least 30% of each Section 3 Covered Contract sum to be awarded to minority and disadvantaged in the categories described above.



### **SECTION 3 ESTIMATED PROJECT WORK FORCE BREAKDOWN**

*(Complete and Return to TGHA with submittals)*

Job Category	Total Estimated Positions Needed For Project	No. Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be filled with Section 3 (NEW HIRES)
<b>Professionals</b>				
Technician				
Office/Clerical				
Officials/Managers				
Sales				
Other:				
Other:				
Other:				
Other:				
<b>TRADE:</b>				
Craft Workers (skilled)				
Operatives (semi-skilled)				
Laborers (unskilled)				
Service Workers				
Other:				
Other:				
Other:				
Other:				
Other:				

Section 3 Resident is defined as an individual residing within the Section 3 area whose family income does not exceed 80% of the area median income (AMI) of the area in which the project is located. Contractors must give first priority for Section 3 hires to the following groups in order of preference: 1) TGHA Public Housing residents and/or Housing Choice Voucher Program participants; 2) residents of the City of Greenville; and 3) residents of Greenville County.

Company:			
Project Name:			
Name:		Title:	
Signature:		Date:	

The information contained within this proposal is considered confidential to The Greenville Housing Authority.

**RESIDENT EMPLOYMENT OPPORTUNITY DATA**

*(Complete and Return to TGHA with submittals)*

**THE GREENVILLE HOUSING AUTHORITY (TGHA)  
122 EDINBURGH COURT – GREENVILLE, SC 29607**

**ELIGIBILITY FOR PREFERENCE**

**Eligibility for Preference**

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

**Certification for Resident Seeking Section 3 Preference in Training and Employment**

I, \_\_\_\_\_, am a legal resident of the \_\_\_\_\_

\_\_\_\_\_ and meet the income eligibility guidelines for a low- or very-low-income person as published on the reverse.

My permanent address is: \_\_\_\_\_

\_\_\_\_\_

I have attached the following documentation as evidence of my status:

☐ Copy of lease

☐ Copy of receipt of public assistance

☐ Copy of Evidence of participation  
in a public assistance program

☐ Other evidence

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING  
SECTION 3  
PREFERENCE IN CONTRACTING AND DEMONSTRATION  
OF CAPABILITY**

*(Complete and Return to TGHA with submittals)*

Name of Business

\_\_\_\_\_

Address of Business

\_\_\_\_\_

Type of Business:      ☐ Corporation      ☐  
Partnership

☐ Sole Proprietorship      ☐ Joint  
Venture

Attached is the following documentation as evidence of status:

**For Business claiming status as a Section 3 resident-owned enterprise:**

- |   |  |
|---|--|
| <input type="checkbox"/> Copy of resident lease of public assistance                      | <input type="checkbox"/> Copy of receipt |
| <input type="checkbox"/> Copy of evidence of participation in a public assistance program | <input type="checkbox"/> Other evidence  |

**For business entity as applicable:**

- |  |   |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation                                     | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate                                     | <input type="checkbox"/> Partnership Agreement        |
| <input type="checkbox"/> List of owners/stockholders and Annual Report                         | <input type="checkbox"/> Corporation                  |
| <input type="checkbox"/> % ownership of each minutes appointing officers                       | <input type="checkbox"/> Latest Board                 |
| <input type="checkbox"/> Organization chart with names and titles and brief function statement | <input type="checkbox"/> Additional documentation     |

**For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:**

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

**For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- ☐ List of all current full-time employees      ☐ List of

employees claiming Section 3 status

☐ PHA/IHA Residential lease less than 3      ☐ Other

evidence of Section 3 status less than 3

                                 years from day of employment      years from  
date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☐ Current financial statement
- ☐ Statement of ability to comply with public policy
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years

\_\_\_\_\_  
(Corporate Seal)  
Authorizing Name and Signature

Attested by: \_\_\_\_\_

# Attachment 4

- Profile of Firm
- Application for PVB Assistance
- 2023 TGHA Payment Standards & Subsidy Standards
- Form HUD-2992: Certification Regarding Debarment and Suspension
- Form HUD-50071: Certification of Payments to Influence Federal Transaction
- Form HUD-5369-B: Instructions to Offerors Non-Construction
- Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract
- Form HUD-5370-C - General Conditions Non-Construction Contracts
- Form HUD-52267 Allowances for Tenant Furnished Utilities and Other Services
- Frequently Asked Questions
- Application for Project-Based Voucher Assistance
- Form HUD-52531a & 52531b
- Acknowledgement of Addendum
- Non- Conclusive Affidavit
- Form W-9

**1. Please check the applicable box**

Prime: \_\_\_\_\_ Sub-Contractor: \_\_\_\_\_ (This form must be completed by and for each).

**2. Name of Firm:** \_\_\_\_\_

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

**Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**3. Street Address, City, State, Zip:** \_\_\_\_\_

**4. Identify Principals/Partners in Firm**

Name	Title	% of Ownership

**5. Identify the individual(s) who will act as project manager, along with other supervisory personnel on the engagement team working this contract. (Do not duplicate any resumes required above).**

Name	Title

**6. Diversity Statement: Check all of the following that apply to the ownership of your firm, entering the percentage (%) of ownership for each:**

☐ Caucasian  
American (Male)  
\_\_\_\_\_%

☐ Public-Held  
Corporation  
\_\_\_\_\_%

☐ Government  
Agency  
\_\_\_\_\_%

☐ Non-Profit  
Organization  
\_\_\_\_\_%

**7. Minority – (MBE) or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):**

☐ African  
American  
\_\_\_\_\_%

☐ Native  
American  
\_\_\_\_\_%

☐ Hispanic  
American  
\_\_\_\_\_%

☐ Asian/Pacific  
American  
\_\_\_\_\_%

☐ Hasidic Jew  
\_\_\_\_\_%

☐ Asian/Indian  
American  
\_\_\_\_\_%

☐ Woman-  
Owned (MBE)  
\_\_\_\_\_%

☐ Women Owned  
(Caucasian)  
\_\_\_\_\_%

☐ Disabled |  
Veteran  
\_\_\_\_\_%

Other (Specify) \_\_\_\_\_  
\_\_\_\_\_%

**WMBE Certification Number:** \_\_\_\_\_

**Certified by (Agency):** \_\_\_\_\_

(Note: A certification Number is Note Required)

8. Are you a Section 3 Business Concern: \_\_\_\_\_

For clarification of a Section 3 Business Concern, please refer to TGHA's Website. [www.tgha.net](http://www.tgha.net)

9. Federal Tax ID Number: \_\_\_\_\_

10. South Carolina Business License: \_\_\_\_\_

11. State of \_\_\_\_\_ License Type and Number: \_\_\_\_\_

12. Worker's Compensation Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

13. General Liability Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

14. Professional Liability Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

15. Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any government, the State of \_\_\_\_\_, or any local government agency within or out of the State of \_\_\_\_\_? **Yes** **No**

If "Yes", please attached a full detailed explanation, including dates, circumstances, and current status.

16. If your firm currently holds any State of Federal Contracts, please list all contract #s (i.e. CoStar, DGS Contracts, GSA Schedule 70 or 84, US Communities, WSCA, etc.)

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

17. Would your company be interested in receiving Direct Deposit Payment from the Agency?

\_\_\_\_\_ Yes \_\_\_\_\_ No

18. Verification Statement: The undersigned proposer hereby states by completing and submitting this form, he/she verifies that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the Agency discovers any information entered herein is false, that shall entitle the Agency to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

# Application for Project Based Voucher Assistance

# The City of Greenville Housing Authority

## Project Based Vouchers Application COVER SHEET

\_\_\_\_\_  
*Legal Name of Organization*

\_\_\_\_\_  
*Tax ID Number Organization*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*Name of contact person for this application*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Telephone*

\_\_\_\_\_  
*Email Address*

\_\_\_\_\_  
*Organization website address*

### Project Summary

\_\_\_\_\_  
*Project Name*

\_\_\_\_\_  
*Project Address*

*Project Type*

Estimated Date of Occupancy:

☐

Existing Housing

☐

Substantial Rehabilitation

☐

New Construction

Number of Project-Based  
Vouchers Requested:

Total units in  
this Project:

Percent of units to  
be Project-Based:

By signing this application, the applicant makes the following certifications:

1. The owner and its agents will adhere to the Project-Based Voucher Program requirements in 24 CFR 983.
2. The owner and its agents will comply with all applicable fair housing and civil rights requirements found in 24 CFR 5.105) (a) including but not limited to, the Fair Housing Act, the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_



# Application for Project Based Vouchers

## I. Description of Property

1. PBV Project Name: \_\_\_\_\_

2. Property Address and Assessor Parcel Number(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Parcel Number: \_\_\_\_\_

1. Application Category

- ☐ Existing
- ☐ Rehabilitation
- ☐ New Construction

2. Projected date of occupancy:

\_\_\_\_\_

3. Structure Type (e.g., Low-Rise, or Hi-Rise Apt, Townhome, Duplex/Triplex/Fourplex, Single Family)

\_\_\_\_\_

4. Is this a Tax Credit property?

- ☐ Yes
- ☐ No
- ☐ Intent to Apply

5. If Yes or Intent to Apply, is property located in a Qualified Census Tract<sup>1</sup>?

- ☐ Yes
- ☐ No

6. Census Tract of property: \_\_\_\_\_

7. Poverty rate in Census Tract: \_\_\_\_\_

8. Is the project for seniors, people with disabilities or “qualifying”<sup>2</sup> households receiving supportive services?  
(Check any or all that apply):

- ☐ Seniors
- ☐ People with disabilities
- ☐ People receiving supportive services

<sup>1</sup> See <http://www.huduser.org/DATASETS/qct.html>

<sup>2</sup> Please see 24 CFR §983.56(b)(B).

9. Property Configuration

	1 Br	2 Br	3 Br	4 Br	5 Br	Total
Total units including non-PBV						
Total fully accessible units including non-PBV units						
Total PBV units						
Total of fully accessible PBV units						
PBV rents (Gross Rent)						
Contract Rent						
PHA Utility Allowance						
Fair Market Rents (FMR)						
110% FMR						
Tax Credit Rent, if applicable						

10. Complete the utility table below for the proposed PBV units.

Utility/Service	Owner or Tenant Paid	Natural Gas	Electric
Heating (Specify Type)			
Cooking (Specify Type)			
Water Heating (Specify Type)			
Other Electric			
Water			
Sewer			
Trash Collection			
Other (Specify)			

11.

12. Is the property accessible for persons with disabilities?

- a. Yes, all units and common areas
- b. No, no accessibility features
- c. Some units (indicate number of units and identify accessible common areas)

13. Are there any non-residential units (e.g., commercial, office) on this property?

- a. Yes
- b. No

If yes, please describe:

14. List the distance (in miles) from the property to the nearest:

Distance in miles	Service	Name or description of facility
	Supermarket	
	Shopping district	
	Public transportation	
	Health services	
	Educational institution	
	Significant employers	
	Other neighborhood service	

15. Does the Project achieve any state and/or local policy objectives, including climate initiatives, transit access, social equity through affirmative marketing, and deployment of cost-effective construction?

If yes, please describe. Use additional sheets, as necessary.

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16. Site information:

Does applicant have site control? (Attach Evidence)		
Current Land Use Designation		
Proposed Land Use Designation		
Proposed Density (units/acre)		No. of acres
Water/Sewer availability and location		
Is property subject to specific area plan?		
Is relocation of occupants necessary?		
Purchase price		
Appraised value		

---

Number of affordable ownership units: \_\_\_\_\_

Number of units dedicated for:				
30% AMI	31-50% AMI	51-80% AMI	80%+ AMI	Non-Restricted

[illegible]

## II. Management Plan

Please describe the management plan for the property. Use additional sheets as necessary and/or attach relevant documentation, identifying attachments in the spaces below:

1. Property Management Agent Name:

---

2. Address of Property Management Agent:

---

3. Property Management Agent website:

---

4. Qualifications, including management of properties for persons with special needs (if applicable):

---

5. Address and description of other properties managed:

---

6. Personnel plan for the proposed project:

	<b>No. of Staff</b>	<b>Working Days/Hours</b>
Office Staff:	<hr/>	<hr/>
Maintenance Staff:	<hr/>	<hr/>

Is there a Resident Manager in addition to the above staff for after-hours emergencies?

☐ Yes

☐ No

### III. Financial Information

1. Legal name of applicant with whom Project-Based Voucher HAP Contract will be established:

---

2. Type of organization (corporation, partnership, etc.)

---

3. Tax Exempt organization

☐ Yes

☐ No

4. Will rents in the property remain affordable after the expiration of the HAP contract?

☐ Yes

☐ No

5. Has the project received funding through any competitive process by any government entity?

☐ Yes

☐ No

6. Requested HAP Contract Term:

---

7. Does the Owner/Developer have Quality Development Project Experience? If yes, please describe.

---

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8. Project Cost and Financing

Project Costs					
Land Cost	Land Cost Per Acre	Predevelopment	Soft Costs	Hard Costs	Total Project Cost
					\$
				Cost Per Unit	\$



## V.CERTIFICATIONS

The Applicant certifies that:

The information submitted in this application and any supporting materials is true, accurate and complete to the best of the applicants' knowledge.

The applicant acknowledges that any material changes to the project not disclosed to and approved by the Commission may result in a denial or termination of the AHAP or HAP contract. Material changes include but are not limited to changes in the project design, amenities, number, and size of units; changes to the development budget; changes to the proposed rents or operating expenses; changes to the sources, amounts or terms of financing; changes to the ownership entity or key staff identified in this application or changes to other application items.

The applicant acknowledges that the information submitted as part of this application, except material considered confidential, may be made available to the public.

The applicant acknowledges that submitting an application does not promise or guarantee that the project will receive Project-Based Voucher funding.

The applicant acknowledges that any in-place existing tenants must not be displaced in order to qualify their units for Project-Based Voucher funding.

The applicant agrees to abide by all federal, state, and local Fair Housing laws; and,

The applicant agrees to abide by the Project-Based Voucher program regulations found at 24 CFR 983 and the Sonoma County Housing Authority Administrative Plan

### **Applicant Representative(s)**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Certification Regarding Debarment and Suspension

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the No procurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

**U.S. Department of Housing and  
Urban Development**

Office of Public and Indian Housing

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington, D.C. 20226.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the

bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

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

**11. Preconstruction Conference** (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that-

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

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

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



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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this

contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

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

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

#### S. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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Signature & Date:

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Typed or Printed Name:

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Title:

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# General Conditions for Non-Construction Contracts

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

### Section I – (With or without Maintenance Work)

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance)
- 2) **greater than \$100,000 - use Section I; Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

#### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

##### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change
- (c) "Order, or other modification."
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

##### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
  - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

##### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to

fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner

and to the extent directed by the HA, any work as

described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.

- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.

- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

##### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the

performance of this contract; or,

- (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

## 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

## 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

## 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III. Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

## 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

## 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

## 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

## 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

## 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy

of the product to the HA within 7 days of notification or a later date if extended by the HA.

- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former

#### Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the

project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,

- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local

government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (i) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to

expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such

person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an

agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to

formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about

initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other

subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are

permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause,

does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award

documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this

section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in

subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of

sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products

or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any

payment prohibited by this clause.

pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

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- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. 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.

may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the



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- (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

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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.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Certification of Payments  
to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)

# NON-COLLUSIVE AFFIDAVIT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says:

THAT HE/SHE IS \_\_\_\_\_ (*a partner or officer of the firm of, etc.*) the party making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive nor sham; that said bidder has not colluded, conspired, connived nor agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding; and has not in any manner, directly or indirectly, sought by agreement of collusion, or communication or convergence, with any person, to fix the bid price of affiant or of any other bidder; nor to fix any overhead, profit, or cost element of said bid price, nor of that of any other bidder; nor to secure any advantage against THE HOUSING AUTHORITY OF THE CITY OF GREENVILLE, SC - 122 Edinburgh Court – Greenville, SC 29607, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signatures of:

BIDDER, if the Bidder is an individual: \_\_\_\_\_

PARTNER, if the Bidder is a partnership: \_\_\_\_\_

OFFICER, if the Bidder is a corporation: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME

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

\_\_\_\_\_  
(Notary Public)

My Commission expires: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

<sup>a</sup> Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <sup>a</sup> _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) <sup>a</sup>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-			-	
or								
Employer identification number								
				-				

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <sup>a</sup>	Date <sup>a</sup>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup> The grantor*
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your

permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a

systemic problem, or are seeking help in resolving tax problems that

have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by

calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## SAMPLE FORM OF CONTRACT

**THIS AGREEMENT** made this day of in the year Two Thousand and Nineteen by, a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as the "Contractor" and the Housing Authority of the City of Greenville, SC, a political subdivision of the state of South Carolina, hereinafter referred to as the "Authority".

**WITNESSETH**, that the Contractor and the Authority for the consideration stated herein mutually agree as follows:

**ARTICLE 1. STATEMENT OF WORK.** The Contractor shall furnish all supervision, labor, materials, approvals and services as outlined in the proposal to the Authority (Proposal), as and to the extent requested by Authority in accordance with Article 3 below. All services performed must be in strict accordance with the Proposal. All work performed must be in strict accordance with the Request for Proposal (RFP) entitled "Financial Advisory Services." The Contractor shall perform any and all work in a good and workmanlike manner, consistent with all applicable professional standards, Federal or state law or regulations and such other standards or requirements as the Authority may request.

The Contractor recognizes that, pursuant to the terms of the RFP, that this Contract shall not be deemed to give the Contractor the exclusive right to perform all Financial Advisory Services for the Authority.

**ARTICLE 2. CONTRACT PRICE.** Subject to the terms and conditions hereof, the Authority shall pay the Contractor for the performance of satisfactory services under this Contract, in current funds, the rates negotiated. Provided however, that the amount paid by Authority hereunder shall not exceed \$200,000 per year.

The Authority will make payments to the Contractor within approximately thirty (30) days from submission of invoices and all required supporting documentation for services performed to the sole satisfaction of the Authority.

**ARTICLE 3. COMPLETION DATE.** The Contractor shall agree to complete this work as specified by the Proposal. This Contract shall not otherwise be amended except by a written instrument executed by both parties.

At all times, Contractor and its employees performing work hereunder shall remain in good standing with all applicable governmental and/or professional licensing requirements. Any failure so to do shall be grounds for immediate termination of this Contract by the Authority.

**ARTICLE 4. CONTRACT TERM.** This contract shall commence on the date first stated above and shall continue for two (2) years with three (3) annual option years at the Authority's sole discretion.

**ARTICLE 5. CONTRACT DOCUMENTS.** This Contract shall consist of the following component parts:

- a. This Instrument and all forms and attachments
- b. RFP 2019-02 and all Forms and Attachments

- c. Proposal
- d. HUD-5370C, Sections I - General Conditions for Non-Construction
- e. Resolution # dated

This Instrument together with the other documents enumerated in this Article 5, which said documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision of a component part conflicts with another component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

**ARTICLE 6. SUBCONTRACTORS.** Any subcontract entered into by Contractor for work hereunder is subject to prior approval by Authority. Without limitation, Contractor shall ensure that any contract entered into by and between Contractor and a subcontractor to perform work hereunder requires the subcontractor to comply, as applicable, with Sections 11, 13 and 14 (conflict of interest), and sections 15 (anti-lobbying), 16 (equal employment), and, if determined applicable by the Authority, 21 (section 3) of HUD Form 5370C-General Conditions (Non-Construction) Sections I & II (such compliance shall be required regardless of whether the threshold dollar amount limitation contained in HUD Form 5370C is met). Contractor shall further ensure that no subcontractor has been debarred by HUD or otherwise barred from working on federally-funded programs or projects.

**ARTICLE 7. HOLD HARMLESS.** The Contractor shall save and hold the Authority, its Commissioners, officers, employees, servants, agents and other contractors harmless from any and all claims, damages, costs, fines, fees and/or expenses resulting, directly or indirectly, from the performance, non-performance or midperformance of this Contract by the Contractor and/or its officers, employees, agents, servants or contractors

**ARTICLE 8. TERMINATION OF CONTRACT FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination.

**ARTICLE 9. TERMINATION OF CONTRACT FOR CONVENIENCE.** Independent of Article 8, the Authority reserves the right to terminate this contract in whole, or from time to time in part, for the Authority's convenience. In the event of termination of this Contract for convenience, the rights and obligations of the parties shall be governed by the applicable provisions of HUD Form 5370-General Conditions (Non- Construction) Section I.

**ARTICLE 10. ASSIGNS/SUCCESSORS.** This Contract shall not be assigned except with the prior written approval of the Authority. This Agreement shall be binding upon all assigns approved by the Authority, and successors of both parties hereto.

**ARTICLE 11. APPLICABLE LAW/VENUE.** This Contract shall be governed by the regulations of the U.S. Department of Housing and Urban Development and the laws of the State of South Carolina.

Any and all suits for any claims or for any and every breach or dispute arising out of the Contract shall be maintained in the appropriate court of competent jurisdiction.

**ARTICLE 12. FORCE MAJURE.** If the Contractor is unable to perform or is delayed in the performance of its obligations due to acts of God, natural weather disasters, fire, explosion, flood, war, civil disturbance, terrorism, or any other cause which is not reasonably foreseeable and which is beyond that Contractor's control, then provided that Contractor shall have delivered written notice to the Authority of the cause of the nonperformance within five (5) working days of the initiation of the delay, then such nonperformance shall not be an event of default under this Agreement and the performance shall be resumed at the earliest practicable time after cessation of such interruption. If notice is provided within the manner and timeframe set forth herein, the time for the performance of the obligations hereunder shall be extended for the period of the forced delay.

**ARTICLE 13. OWNERSHIP OF DOCUMENTS.** Neither Party shall have the right to use, in any manner, the name, logos, trademarks, trade names, service marks, or other marks of the other without prior written consent from the other Party. If consent is given, use shall be limited to the time and manner expressly granted in writing by the Party.

**ARTICLE 14. IMMIGRATION CLAUSE.** Contractor agrees that it does not currently, and shall not during the performance of this contract, knowingly, employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.

**ARTICLE 15. DRUG-FREE WORKPLACE.** All public bodies shall include in every contract over \$10,000 the following provisions: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**ARTICLE 16. SEVERABILITY.** If any part, term, or provision of this Contract, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of the contract document shall not affect the validity or any other provision or portion of the contract document.

**ARTICLE 17. MODIFICATION.** There may be no modification of this Contract, except in writing, executed by the authorized representatives of the Authority and Contractor.

**ARTICLE 18. EXTENT OF AGREEMENT.** This Contract represents the entire and integrated Contract between the Authority and the contractor and supersedes all prior negotiations, representations or Agreements either written or oral.

**ARTICLE 19. NOTICE.** Any notice required hereunder shall be in writing and may be provided by facsimile, electronic mail, certified or regular mail, or by means of a nationally-recognized overnight delivery service. Any said notice shall be deemed effective (a) upon receipt of a fax confirmation sheet by the faxing party if sent by fax; (b) upon receipt if delivered by electronic mail; or (c) upon delivery to the address set forth below if sent by certified or regular mail or an overnight delivery service. Actual receipt of notice shall constitute a waiver of any failure to comply with formal notice requirements hereunder. Notice information may be changed by either party upon notice to the other.

The initial notice information for each party is as follows:

If to Authority:

Housing Authority of the City of Greenville  
122 Edinburgh Court  
Greenville, SC 29607  
Attention: Sharron Champion  
Email: Sharronc@tgha.net

If to Contractor:

Address  
Attn:  
Facsimile:  
Email:

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto have caused This Instrument to be executed in FOUR (4) original counterparts as of the day and year first above written.

ATTEST:

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

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Business Address:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City, State) (Zip Code)

**Housing Authority of the City of Greenville, SC**

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

By \_\_\_\_\_

Title Chief Executive Officer (CEO)

Date \_\_\_\_\_

Business Address:

122 Edinburgh Court  
Greenville, SC 29607

\_\_\_\_\_  
(Corporate Seal)