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# REQUEST FOR PROPOSAL

**Developer: Greenline-Spartanburg Neighborhood**

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*Housing Authority of the City of Greenville, SC*  
122 Edinburgh Court, Greenville, SC, 29607



1st SOLICITATION  
POSTED: September 16, 2024

DUE DATE: October 1, 2024 by 2 PM EST

**RE-SOLICITATION**

POSTED: October 8, 2024

DUE DATE: November 6, 2024 by 2 PM EST



## Table of Contents

<b>Section</b>	<b>Title</b>	<b>Page</b>
1	GENERAL INFORMATION	3
2	SCOPE OF WORK	5
3	PROPOSAL SUBMISSION REQUIREMENTS	6
4	PROPOSAL EVALUATION	10
5	AWARD CRITERIA	14
6	SUPPLEMENTAL INSTRUCTIONS TO RESPONDENTS	13
7	FORMS AND ATTACHMENTS	16
8	SPECIAL CONDITIONS	17
9	RESERVATION OF RIGHTS	18
	ATTACHMENTS	21

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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 veterans as well as low to moderate income families. 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 such as Public Housing and HCV (Housing Choice Vouchers), previously known as 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-financing, including Low Income Housing Tax Credits, to create new mixed-income communities.

Today, TGHA owns and manages a real estate portfolio of 1,117 affordable units, three Rental Assistance Demonstration 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 grants.

The Housing Authority of the City of Greenville, SC (“hereto known as TGHA or Authority”) is seeking proposals from development partners in the Spartanburg Greenline area of Greenville, SC.

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 the TGHA website and periodically check for addenda changes and written question responses during the open period of this RFP.

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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 November 6, 2024. Proposals received in the issuing office after 2:00 PM on November 6, 2024 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, October 30, 2024 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:

Email:

Print Name:

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

The Scope of Services in the solicitation involves the potential development of affordable housing in a community known as Greenline/Spartanburg. The Greenline-Spartanburg neighborhood in Greenville, SC, is a historic and traditionally African American community located near downtown Greenville. It is bordered by the Norfolk Southern Railway, East Washington Street, and includes parts of Green Avenue. In recent years, there have been efforts to revitalize the Greenline-Spartanburg neighborhood through community engagement, affordable housing projects, and infrastructure improvements. The neighborhood's location near downtown Greenville makes it an area of interest for both preservation and redevelopment.

### **SCOPE OF SERVICES**

TGHA will consider awards to qualified development partners who will serve as Developer, Fee Developer and/or Co-Developer. TGHA is undertaking this solicitation to expand available housing choices for low and moderate income families in the City and County of Greenville, SC; to spur development of quality affordable housing in areas where TGHA is planning or undertaking redevelopment; and to expand the availability of rental housing in a tightening local real estate rental market. Greenline/Spartanburg presents such opportunities. Additional points will be awarded to **respondents to this proposal should have land holdings available for development.**

### **DEVELOPER PARTNER ROLE**

**Planning** - The Developer must actively engage with TGHA in the planning of affordable housing project in the identified Spartanburg//Greenline area. Any final development plan is subject to review and or approval by numerous stakeholders, including but not limited to community stakeholders, City representatives, HUD, the TGHA Board of Commissioners and others. The final development plan must be approved by local officials in accordance with all planning and zoning requirements.

**Market Analysis and Appraisal** - The Developer shall be jointly responsible to secure market or appraisal information as needed for financing of the project.

**Design/Approvals** - The development team should include Architectural and Engineering firm(s) that are well-versed in the design and approval requirements of the South Carolina State Housing Finance and Development Authority (SCHFDA) where tax credit applications are involved. The Developer will be jointly responsible for all design approvals and for obtaining permits and any other approvals required to fully implement and construct the project.

**Financing** - TGHA recognizes that Development projects depend on a number of outside funding sources and creative financing, such as Developer equity, low-income housing tax credits, bonds and conventional mortgage financing. As such, working with TGHA, the successful respondent(s) will be required to prepare financing plans that are financially feasible, that meet the goals of TGHA and result in approval, as applicable. The Developer may support efforts to obtain private financing and structure public financing in a timely and cost-effective manner. Third party professionals may be considered for the preparation of all necessary financing applications. The Housing Authority may make available secondary financing or other tools, such as project based vouchers or HCV homeownership vouchers which may impact the total project structure.

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## 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,

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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 he 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.

### Tabbed Proposal Submittal Description

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- No. 1 General Information.** Letter of Interest including contact name and telephone number (Cover letter). Offeror should also include, as part of **Attachment 1**, if applicable, the following documentation.
- a. 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.
  - b. Organizational Certifications: copies of Certificate of Incorporation, Certificate of Organization, Partnership Agreement, Joint Venture Agreement, or other organizational documents.
  - c. All applicable Licenses/Certifications.
  - d. 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.
- No. 2 Team.** Listing and narrative of the Respondent's Team Members and the roles each will have in the initiative being pursued under this RFP.
- No. 3 Development Experience.** Provide a brief history of the proposing entity. Include a listing of all housing development projects in progress or completed over the past five years with the following information: name and location of development; number of residential units; description of non-residential space developed;
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total project development costs; total project construction costs; type of housing; financing methods and funding sources; date project commenced, date completed and explanation of any delays; name, address, email and telephone number of client/owner. Identify any RAD projects or other public housing authority related projects on the list. For RAD and public housing authority related projects, provide contact information (name, phone number and email address) for the primary public housing authority contact.

**Knowledge of Real Estate Financing.** Provide a description of the use of funding tools including tax exempt bonds; low income housing tax credits, FHA insured mortgages, tax exempt loan programs; Risk Share programs; HOME funds, CDBG funds, HUD loans, Fannie Mae & Freddie Mac affordable loan programs, etc.

**No. 4 Additional Exhibits**

Sources and Uses for Rehabilitation/Construction Financing.

Pro-forma financial model.

Ownership or agreements with property ownership.

For New Construction Proposals – engineering and architectural documentation.

**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 1 and any documentation required by that form.

**No. 6 Forms.** Submit the following Forms and HUD Certifications. These Forms are attached hereto as Attachment 2 to this RFP document. These forms shall constitute a part of the RFP and any contract.

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

- Profile of Firm
- Questionnaire
- 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
- No.7** ▪ Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract
- Form HUD-5370-C - General Conditions Non-Construction Contracts
- Acknowledgment of Addendum
- Non- Conclusive Affidavit
- Form W-9

**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).

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## SECTION 4 - PROPOSAL EVALUATION

**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 October 30, 2024 EST.**

**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:

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## **SECTION 4 - PROPOSAL EVALUATION**

### **A. Technical Competence and Approach 40 Points**

Demonstrated understanding of the real estate development process and quality performance in the development of mixed income development and readiness to implement proposed project.

Capability and experience of the Members of the Development Team; and, determination of availability of all required skills necessary for the development process.

Comprehension of the Greenville-Spartanburg real estate market and goals and objectives of this RFQ demonstrated through a comprehensive analysis of the proposed conceptual Development Plan for the project.

Degree of previous successful experience with South Carolina Housing Finance Agency or other state housing finance agency programs.

### **B. Financial Capacity and Access to Funding 30 Points**

Financial stability of the Development Team as demonstrated through prior success in obtaining funding for development projects.

Demonstrated record of financing projects through a variety of funding sources and knowledge and experience working with the funding providers identified in this Request. Successful syndication of low income housing tax credits and bond financing.

### **C. Interviews 20 Points**

Demonstrated understanding of TGHA's development goals and objectives and availability of return on SHA's investment as illustrated through the conceptual plan.

Overall feasibility and quality of design based on the conceptual Development Plan for the proposed project.

### **D. Site Visits (OPTIONAL) 10 Points**

Design, construction and operation of current housing developments as demonstrated at site visits conducted by the evaluation committee.

**TOTAL 100 POINTS**

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## 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 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.

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**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 developer partner contract.

**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.

**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 October 30, 2024** (Eastern Standard Time), at least Five business days before

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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# 2024-01R-PBVP Greenline Spartanburg Neighborhood**

The RFP response must be addressed to:

Housing Authority of the City of Greenville, SC  
Attention: **RFP # 2024-02R-** Greenline-Spartanburg Neighborhood  
22 Edinburgh Court Greenville, South Carolina 29607

All Proposals are **due by 2:00 PM, Eastern Standard Time, November 6, 2024**. 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.

**TIMETABLE**

RFP Available: **October 8, 2024**

Deadline for written questions: **October 30, 2024 no later than 2:00pm EST**

Submittal Due: **November 6, 2024 no later than 2:00pm EST**

Anticipated Contract Award: TBD

**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.

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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.

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## SECTION 7 - FORMS AND ATTACHMENTS

Submit the following Forms and HUD Certifications under a separate tab (**Attachment 2**). 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
- Questionnaire
- 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
- Acknowledgment of Addendum
- Non- Conclusive Affidavit
- Form W-9



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## SECTION 8 - SPECIAL CONDITIONS

- Standards of Conduct.** The successful Offeror shall be responsible for
- 8.1** 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
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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.
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# Attachment 1

- 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.
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**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 Evidence of participation  
in a public assistance program

Copy of receipt of public assistance

Other evidence  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

*(Complete and Return to TGHA with submittals)*

Name of Business

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Address of Business

---



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Type of Business:                      Corporation  
Partnership

   Sole Proprietorship                      Joint

Venture

employees claiming Section 3 status  
PHA/IHA Residential lease less than 3                      Other  
evidence of Section 3 status less than 3                      years from  
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

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(Corporate Seal)

Authorizing Name and Signature

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

Attached is the following documentation as evidence of status:

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

Copy of resident lease of public assistance	Copy of receipt
Copy of evidence of participation in a public assistance program	Other evidence

**For business entity as applicable:**

Copy of Articles of Incorporation	Certificate of Good Standing
Assumed Business Name Certificate	Partnership Agreement
List of owners/stockholders and Annual Report	Corporation
% ownership of each minutes appointing officers	Latest Board
Organization chart with names and titles and brief function statement	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

# Attachment 2

- Profile of Firm
- Questionnaire
- 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
- Acknowledgment 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

# 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



# 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)

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer 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 HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (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 U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, 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 offer, 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, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, 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, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

(h) If this solicitation is a request for proposals, proposals 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 award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors Non-Construction Contract

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

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

## 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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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

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

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

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) **greater than \$100,000 - use Section I;**
- 2) **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 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 there of 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 Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"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,
- (iv) 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 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 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

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.

(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.

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

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.
- (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.

**“RFP 2024-02”**

**REQUEST FOR PROPOSALS**

ACKNOWLEDGEMENT OF ADDENDA AND RESPONSES TO WRITTEN QUESTIONS

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Offeror acknowledges having checked the TGHA website, at [www.tgha.net](http://www.tgha.net), for all Addenda and responses to written questions through the end date of September 24, 2024 at 2:00 PM Eastern Standard Time. Noted addenda numbers are listed below with the date of receipt.

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Date

# 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: \_\_\_\_\_

## SAMPLE FORM OF CONTRACT

**THIS AGREEMENT** made this    day of    in the year Two Thousand and Twenty Four 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 “ \_\_\_\_\_-” 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 Development 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 \$ \_\_\_\_\_ 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)