



REQUEST FOR PROPOSALS (RFP)
The Greenville Housing Authority

**BLANKET PURCHASE AGREEMENT FOR GENERAL
MAINTENANCE SERVICES**

RFP No. BPA-GMS-01-2025

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

1st SOLICITATION
POSTED: July 11, 2025
DUE DATE: August 11, 2025, by 2 PM EST

Table of Contents

SECTION 1: INTRODUCTION.....	3
SECTION 2 SCOPE OF SERVICES.....	5
SECTION 3: SUBMISSION REQUIREMENT	10
SECTION 4: PROPOSAL EVALUATION AND SELECTION	14
SECTION 5: BPA AWARD CRITERIA AND ORDERING PROCEDURE.....	16
SECTION 6: SUBMISSION INSTRUCTIONS	18
SECTION 7 FORMS AND ATTACHMENTS	20
SECTION 8 SPECIAL CONDITIONS.....	21
SECTION 9. RESERVATION OF RIGHTS	22
ATTACHMENT 1.....	23
Experience Form	24
ATTACHMENT 2	25
Price Proposal	25
ATTACHMENT 3	28
FORMS	28
ACKNOWLEDGEMENT OF ADDENDA AND	
RESPONSES TO WRITTEN QUESTIONS	
NON-COLLUSIVE AFFIDAVIT	
FORM OF BLANQUET PURCHASE AGREEMENT	

SECTION 1: INTRODUCTION

The Housing Authority of the City of Greenville, SC ("hereto known as TGHA or Authority" or "Agency") is seeking proposals from qualified and insured entities to establish a Blanket Purchase Agreement (BPA) for maintenance and general services (handyman) on as-needed basis. This BPA will provide the Housing Authority with a streamlined procurement method for obtaining these services quickly and efficiently when needed.

The Housing Authority of the City of Greenville, South Carolina 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 a new mixed-income communities.

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. 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.

Interested firms must submit one original and three (3) copies and one (1) 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: Mrs. Irenalina Chantre, 122 Edinburgh Court, Greenville, South Carolina 29607.**

All proposals shall be delivered to the Authority by 2:00 PM, Eastern Standard Time, on August 11, 2025. Proposals received in the issuing office after 2:00 PM on August 11, 2025, 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 time.

The official time written and/ stamped in the receipt of proposals is that time written or stamped by the Authority.

All requests for information/clarification shall be emailed to procurement@tgha.net at least ten (10) calendar days prior to the due date of the proposals by: 12:00 PM, Eastern Standard Time on July 31, 2025(Eastern Standard Time). Any changes to this solicitation document will be issued as addenda and will be published on the TGHA website. 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 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:

SECTION 2 SCOPE OF SERVICES

The TGHA seeks to engage qualified contractors through this Request for Proposal (RFP) to establish a Blanket Purchase Agreement (BPA) for general maintenance services as needed.

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 purpose of this BPA is to select a qualified contractor who can respond promptly to service requests and maintain the quality and safety of our housing portfolio.

TECHNICAL SPECIFICATIONS. The Agency is seeking offers from qualified and insured entities to provide the following maintenance and general services (handyman) on an as-needed basis through the issuance BPA.

The services include, but are not limited to:

General Repairs & Maintenance:

Scope: This category encompasses routine and minor repairs necessary to maintain the functionality and appearance of the building common areas. The scope includes basic level services for plumbing, electrical, drywall, painting, carpentry, and general upkeep, typically involving straightforward solutions and requiring standard tools and materials. Examples of included services are:

Minor plumbing repairs: Fixing minor leaks from faucets and pipes, unclogging sinks and toilets using plungers or snakes, replacing faucet washers, and toilet flappers.

Minor Electrical Repairs: Replacing light bulbs (including standard hard-to-reach areas using appropriate ladders), replacing standard outlets and switches, troubleshooting basic tripped circuits (e.g., resetting breakers), and replacing light fixtures (like for like replacements without requiring significant rewiring).

Drywall Repair: Patching small to medium-sized holes (e.g., nail holes, picture hook holes) and fixing minor cracks.

Painting: Touch-ups to walls and trim (matching existing colors), painting a single room (up to a specified size).

Carpentry: Basic repairs to doors (hinges adjustment, replacement of simple hardware like doorknobs, handles and locks etc.), windows (fastening latches, replacement of broken glass replacing broken windowpanes, etc.), and trim (re-securing loose baseboards or door frames).

General Upkeep: Filter changes for HVAC units, battery replacement in smoke detectors and carbon monoxide detectors, lock and deadbolt installation/repair, furniture assembly and hanging (where applicable with standard mounting hardware), general property inspections to identify minor upkeep needs, and addressing other similar minor maintenance issues as they arise that do not require specialized expertise or extensive repairs beyond these examples.

Exclusions/Clarifications: This category generally excludes major plumbing or electrical work requiring licensed professionals (unless specifically stated otherwise in a Task Order), extensive drywall or plaster repairs, structural carpentry work, or projects requiring significant demolition or renovation. For any work falling outside this basic scope, the Agency reserves the right to issue separate solicitations or task orders as deemed necessary.

Appliance installation:

Scope: This may include the installation of various appliances, such as refrigerators, or others machinery in TGHA offices/ properties.

Connections: The contractor must ensure proper and safe connections for electrical, plumbing, and ventilation (as applicable) according to the code.

Testing: After installation, the appliance should be tested to ensure it is functioning correctly.

Removal of Old Appliances/Furniture/Equipment: The Contractor shall be responsible for the removal and proper disposal of any old appliances, furniture, and equipment that are replaced or disconnected as part of the services under this BPA. All disposals must comply with applicable local, state, and federal regulations.

Others On-Call Services:

- Moving assistance (light furniture moving within a property).

- Moving assistance of furniture or other property to and from TGHA storage

- Seasonal tasks (storm door installation/removal, winterizing tasks).

- Boxed or unboxed component assembly (shelving units, etc.),

- Installation of shelving, cabinets, or other structural or non-structural components

- Fixture installation (lights, fans, grab bars, towel racks).

- Gutter cleaning.

- Pressure washing (decks, walkways, exterior houses).

- Minor structure repairs to wall, floors doors.

- Tile repair (replacing cracked or loose tiles).

- Floor repair - This includes the repair, replacement, and installation of various types of flooring (e.g., vinyl, laminate, carpet tiles in TGHA office/properties).

- Clean Exterior of Debris\ Landscape

General Conditions. The Agency anticipates that it will utilize the contract(s) that they ensue from this solicitation as needed.

Work/ Task Orders: Work/Task Orders will be issued for specific technical services. Instructions to provide specific technical services/works shall be made by Work/Task order issued by the Agency.

While the Agency anticipates that majority of individual task orders issued under this BPA will likely be for smaller amounts, this agreement aims to streamline procurement for a broader range of maintenance needs. Therefore, the maximum value for any single task order will be determined based on the specific scope of work required and applicable regulations, allowing for tasks orders that may exceed typical small order values when necessary and appropriate.

Response Time and Emergency. Once ordered to proceed with work by the Agency, the Contractor shall complete the assigned tasks within a timeframe agreed upon for that particular work order. Typically, for standard service requests, a reasonable expectation will be to meet at the site within five (5) workdays and begin work within five (5) workdays thereafter. The Contractor will be required to complete all work to the satisfaction of the Greenville Housing Authority.

However, there may be instances when immediate service is required due to an emergency situation, meaning a Contractor is needed to drive to the site quickly. In such cases, the Agency reserves the right to (and likely will) suspend the standard response time.

Locations: Performance of general services will occur at designated TGHA office facilities. These services shall also be made available and performed at additional TGHA office locations as required and requested by TGHA to support its various operational needs

Access to properties: TGHA will ensure the Contractor has access to the property.

Permits and Reimbursement: If any assigned work requires a permit, the Contractor shall be responsible for obtaining all such necessary permits in accordance with applicable laws and regulations. Prior to obtaining any permit, the Contractor must notify the Agency's Contract Administrator (or a designated representative) about the requirement for the permit and the associated government-mandated fee. Upon completion of the permitted work and submission of an invoice that includes a copy of the permit and proof of payment for the government-mandated fee, the Agency will reimburse the Contractor for the cost of the fee. Please note that reimbursement is limited to the government-mandated fee only; the Contractor is responsible for all other costs associated with obtaining the permit, including any additional labor.

Safety: The Contractor shall exercise proper precaution at all times for the protection of person and property and shall be responsible for all damages to persons or property either on or off the site, which occur as a result of his performance of this work. The safety provisions of applicable laws, building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as TGHA may determine to be reasonably necessary. Machinery, equipment, and all hazardous materials shall be guarded in accordance with the safety provisions of existing Federal, State and/or Local laws. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing

lost time from Work, arising from the performance of Work under this Contract and shall promptly furnish TGHA with reports concerning these matters.

Insurance: TGHA requires Workers Compensation Insurance over and above State or Territorial Laws; however, SC Sole Proprietorship and Limited Liability Companies are exempt of this requirement. Otherwise, TGHA requires Contractors to carry Workers Compensation Insurance regardless of the number of employees. Non-exempt Contractors shall carry or require there be carried Workers Compensation Fund Insurance for all his/her employees and those of his/her subcontractors engaged in Work at the site under this Contract and in accordance with all State and/or Territorial Workers Compensation Laws. B. The Contractor shall carry or require there be carried Manufacturer's Public Liability Insurance with limits of \$1,000,000 per occurrence to protect the Contractor and his/her subcontractors against claims for injury to or death of one or more persons due to accidents, which may occur or result from the performance of Work under this Contract. Such insurance shall cover the use of all equipment, hoists, and motor vehicles located on the site(s) or used in the hauling of materials or debris from the site(s).

Licensing: The Contractor shall ensure that they and any subcontractors hold all applicable licenses and certifications required by Federal, State, and Local laws to perform the services outlined in this BPA. Copies of all relevant licenses and certifications for the firm and staff shall be provided with the proposal and kept current throughout the term of the BPA.

Debris Ensuing from the general services. The Contractor shall remove from the Agency site and appropriately dispose of all debris generated from the services performed under this contract. As the Agency does not have community dumpsters, this includes, but is not limited to, debris from painting, cleaning, furniture assembly, minor repairs, installations, and any other work performed by the Contractor on TGHA properties. All work will be done in a neat and clean manner by experienced, capable workers.

Where applicable, prior to the Contractor's purchase of materials and the start of Work, written approval shall be in the form of an email transmission from Management Staff. ALL forms of approval/acceptance shall be attached to the invoice(s) when submitted for payment. All products shall be strategically installed/applied to ensure acceptable curb appeal.

Supervision: The Contractor will be required to meet with the Agency's Contract Administrator or a designee as/if required to discuss progress on active Task Orders, address any challenges, and schedule necessary inspections. These meetings serve to ensure effective communication and successful completion of work as outlined in each Task Order.

Once a work order schedule is set, strict adherence to that schedule will be crucial.

Final Inspection, where applicable: The contractor will notify the Agency's Contract Administrator when work is completed. The work will be inspected in an expedient manner, and if there are no problems, acceptance will be issued for payment as previously stated. The Contract Administrator may assign partial or all inspections to a designee. For example: Supervisor of maintenance.

Subcontracting: Offerors are encouraged to utilize subcontracting opportunities with Section 3 businesses and residents to enhance their proposal and demonstrate commitment to Section 3 requirements.

Contractor Responsibilities: Labor Rates All-inclusive. Unless otherwise provided for herein, the labor fees bid shall be all-inclusive of all other items, services, and costs that the Contractor needs to complete the work, including but not limited to tools; equipment/materials; insurance; licensing; employee costs, including benefits; etc.

SECTION 3: SUBMISSION REQUIREMENT

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

All addenda and responses to written questions will be published on TGHA website or available in hard copy if requested. It is the Offeror's responsibility to register on TGHA website and periodically check website for addenda changes and written question responses during the open period of this RFP.

All proposals must conform to requirements outlined herein. TGHA reserves the option to require or to request additional information from selected candidates. There may be subsequent instructions, if any, issued to the selected candidates. The successful Offeror will be expected to execute a standard professional service contract with TGHA based on the proposal submitted and the requirements of this RFP and any future addenda thereto. Any amendment or addenda may be issued prior to the opening of proposals for the purpose of changing or clarifying the intent of this RFP. All amendments or addenda shall be binding in the same way as if originally written in this RFP.

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

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

An authorized representative of the Offeror must sign proposals.

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

TGHA reserves the right to waive any irregularities or formalities in any or all proposals.

Failure to furnish all information requested may disqualify a proposer.

The U.S. Department of Housing and Urban Development, the US Government Accounting Office, the State of South Carolina, TGHA, any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the firm, which shall relate to the performance of the services provided.

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

In submitting a response, the Offeror acknowledges that the Authority shall not compensate the Offeror for any submission or contract negotiation costs, including without limitation costs of preparation, appearances for interviews, and/or travel expenses. It is essential that the Offeror selected have the necessary knowledge, skills and experience to implement all aspects of the work. All work is to be performed with the highest degree of professional standards, in compliance with all applicable laws, regulations, procedures, criteria and requirements; to include all applicable Federal, State, and local laws and regulations.

Formal communication such as requests for clarification and/or information concerning this solicitation shall be submitted in writing no later than 12:00pm, on July 31, 2025, EST.

All proposals shall be delivered to the Authority by 2:00 PM, Eastern Standard Time, on August 11, 2025. Proposals received in the issuing office after 2:00 PM on August 11, 2025, by Facsimile or by Email will not be considered.

Tabbed Proposal Submittal. 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.

TAB N#	Tabbed Proposal Submittal Description
No. 1	Cover Letter- Letter of Interest including contact name and telephone number (Cover letter). An authorized representative of the Offeror must sign this letter and proposals.
	Organizational Information. 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
No. 2	Statement of Qualifications, Staffing and References.
	The submission must contain information demonstrating professional competence and experience of the organization and the Offeror's capability to coordinate and manage the expected described under the Scope of Services in Section. <input type="checkbox"/> Experience of key personnel (resumes, certifications, training).

	<input type="checkbox"/> Relevance of experience to the scope of work. Provide summary information about your firm and qualifications including descriptions of comparable services performed for other clients preferably public sector or similar housing authority. <input type="checkbox"/> Examples of past "as-needed" contracts or BPAs with details. <input type="checkbox"/> Client references with contact information. The Authority must be able to verify references under this Evaluation Criterion. <input type="checkbox"/> Organizational structure and staffing capacity. Identify the key personnel from your firm that would be assigned to the TGHA project. Include a brief description of their qualifications, job functions and prior work experience; and Provide at least three references from other comparable agencies. Include company names, beginning/ending dates of contracts, a description of the work performed, and names, titles, and telephone numbers of individuals that TGHA can contact as references for your firm. Complete Attachment 1- Experience Form. <input type="checkbox"/> Resources and equipment. <input type="checkbox"/> Subcontracting plan (if applicable). Certify that the firm is not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency.
No. 3	Technical Approach and Work Plan - Capability to provide services on time and on budget demonstrating knowledge of State and local laws, rules and regulations. Quality of Workplan and Methodology, organization and responsiveness of proposal. Safety Procedures: Describe their safety plan and adherence to all relevant regulations for person and property protection. Quality Control Measures: Explain their methods for ensuring high-quality workmanship and meeting TGHA's satisfaction.
The submission must contain information demonstrating the technical background, professional competence and experience of the organization and the Offeror's capability to coordinate and manage the expected work in the task described under the Scope of Services in Section 2.	
No 4.	Identify any conflict of interest that may arise as a result of business activities or ventures by your firm and associates of your firm, employees, or subcontractors as a result of any individual's status as a member of the board of directors of any organization likely to interact with the Housing Authority. If none, please provide a statement to such effect.
	Describe how your firm will handle actual and potential conflicts of interest.
<input type="checkbox"/>	
No. 5	Pricing Proposal.
	The cost of services is one of the factors that will be considered in awarding this contract. The information requested in this section is required to support the reasonableness of your fees. Please provide a cost proposal for providing the Scope of Work at Section 2 .This should include: a. full - Hourly labor rates by trade/position b. Material markup percentage c. Equipment rental rates (if applicable) d. Response time differentials (standard, urgent, emergency) e. After-hours/weekend/holiday rate adjustments. Provide an itemized breakdown of billing rates and hourly costs, list of key personnel and their hourly rates, etc. for any services that may be requested in addition to the services previously described.
No. 6	Forms. Submit the following Forms and HUD Certifications. These Forms are attached hereto as Attachment 5 to this RFP document. These forms shall constitute a part of the RFP and any contract
All work will be performed in accordance with professional standards, HUD regulations, requirements	

and criteria, local codes, regulations, ordinances, and statutes.

- ☐ Profile of Firm
- ☐ Form HUD-2992: Certification Regarding Debarment and Suspension
- ☐ Form HUD-5370-C2 - General Conditions Non-Construction Contracts
(*Provided for informational purposes and does not need to be submitted with the proposal*)
- ☐ Acknowledgement of Addendum
- ☐ Non-Conclusive Affidavit
- ☐ Form W-9

No. 7

Insurance & Business License. Contractor's current insurance certificate with [Housing Authority Name] identified as certificate holder evidencing the following coverage: a. General liability insurance ([amount] per occurrence); b. Worker's compensation insurance; c. Automobile liability insurance ([amount] per occurrence); d. [Any specialized insurance, e.g., "Pollution liability coverage"].

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).

All-inclusive Hourly Rates. Offerors shall provide all-inclusive hourly rates as specified in the Pricing Schedule for each identified service category. These rates shall cover all other items, services, and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; etc.

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.

SECTION 4: PROPOSAL EVALUATION AND SELECTION

Evaluation Process. Determination of responsiveness

An initial review process will be conducted by TGHA staff and/or consultants to establish responsiveness. Responsiveness will be evaluated based on pass/fail to determine if the Respondent(s) have met all mandatory submission requirements outlined in the RFP. Any submission not in compliance with the mandatory requirements will be deemed “**NON-RESPONSIVE**” & **DISQUALIFIED** from the evaluation process.

Evaluation Process. TGHA’s selection committee will initially screen the proposals, rate according to evaluation factors, and interview the most qualified firm(s).

Award may be made without discussions if TGHA deems no purpose would be served. TGHA reserves the right to reject any or all proposals.

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:

EVALUATION CRITERIA	POINTS
Relevant Experience and Qualifications of the Firm:	30 Points
Firm and Key Personnel Experience: General Maintenance Services in the last five (5) years providing general maintenance and detailed experience of key personnel with similar tasks, relevant certifications, and alignment with the RFP scope. Experience with As-Needed Contracts: Provide examples of successfully managed "as-needed" contracts or BPAs (preferably public sector or similar housing), briefly noting scope, duration, and scale. Include contact information for references regarding performance, responsiveness, and workload management. Organizational Structure and Capacity: Describe your firm's management structure for this contract, staffing availability, and resources to handle the work volume and variety. Subcontracting (if any): Demonstrate your understanding of TGHA's maintenance needs, safety procedures, and any subcontracting plans	
Technical Approach and Work Plan	25
Understanding of TGHA's Needs: Clearly state their comprehension of the BPA's purpose and the challenges of public housing maintenance. Efficient Work Order Management: Outline their process for receiving, prioritizing, executing, communicating about, and scheduling work orders to ensure timely completion. Emergency Response Plan: Detail their procedures for handling urgent maintenance requests, including availability and mobilization. Safety Procedures: Describe their safety plan and adherence to all relevant regulations for person and property protection. Quality Control Measures: Explain their methods for ensuring high-quality workmanship and meeting TGHA's satisfaction.	

Past Performance and References	20
Offerors should demonstrate their: Successful Track Record: Provide examples of similar past contracts, especially with housing authorities or multi-family settings, detailing scope, duration, and scale. Quality References: Include contact information for professional references who can speak to their performance and responsiveness; Adherence to Schedules: Show their history of meeting deadlines and required response times on previous contracts. Meeting Quality Standards: Give examples of meeting or exceeding quality expectations and effectively resolving issues. Safety Compliance: Demonstrate their commitment to safety regulations on past projects.	
Price Proposal. Proposed fee structure	20 Points
Reasonableness and competitiveness of proposed labor rates for different types of services.	
TOTAL POINTS for these criteria	100 Points
Evidence that the Firm meets insurance requirements.	Yes No

Contractors will be ranked based on their overall score, which takes into consideration both their technical proposal and their proposed pricing, as outlined in the evaluation criteria, to form a competitive range.

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.

SECTION 5: BPA AWARD CRITERIA AND ORDERING PROCEDURE

Contractor. The Housing Authority intends to award BPA to qualified contractor.

Ordering Process Work Order Initiation: The Housing Authority will identify a need for services covered under the BPA.

Scope Development: The Housing Authority accepts service requests through its work order system. Upon reviewing each request, the Housing Authority will develop a detailed scope of service necessary to address the specific needs.

A Housing Authority representative will develop a scope of work for the specific project. When the Agency has need of work in each service area, the Agency staff assigned will contact the Contractor to do the work within the reasonable timeframe the Agency has established for that work.

Procedure to Award (Task Order): The Housing Authority will issue a BPA call (Task/work order) to the selected contractor with the scope of work, timeline, and any special requirements.

Performance and Acceptance: The contractor will perform the work according to the BPA call requirements. The Housing Authority will inspect and accept the work upon completion.

Contractor Performance Evaluation

Contractors will be evaluated on each BPA call based on:

- * Quality of work
- * Timeliness
- * Communication
- * Cost control
- * Compliance with requirements

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

Contract Form. The Authority will not execute a contract on the Contractor's form—contracts will only be executed on the Authority form, and by submitting a proposal the Contractor agrees to do so (please note that the Authority reserves the right to amend this form as the Authority deems necessary). However, the Authority will during the RFP process (prior to the submittal deadline) consider any contract clauses that the Offeror wishes to include therein and submits in writing a request for the Authority to do so; but the failure of the Authority to include such clauses does not give the Contractor the right to refuse to execute the Authority's contract form. It is the responsibility of each prospective Offeror to notify the Authority, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Authority will consider and respond to such written correspondence, and if the prospective contractor is not willing to abide by the Authority's response (decision), then that prospective contractor shall be deemed ineligible to submit a proposal.

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.

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.

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.

Contract Term. The term of the BPA will be for a period of three (3) year with two (2) option for extension of one (1) year each.

Confidentiality. 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.

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: SUBMISSION INSTRUCTIONS

Prospective Offerors desiring any explanation or interpretation of the solicitation must request it by 12:00 noon on July 31, 2025 (Eastern Standard Time), at least ten (10) calendar days before the RFP due date. This will allow issuance of any necessary amendment to the RFP. Written questions must be emailed to procurement@tgha.net.

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).

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# BPA FOR GENERAL MAINTENANCE SERVICES

The RFP response must be addressed to:
Housing Authority of the City of Greenville, SC Attention: RFP # BPA FOR GENERAL
MAINTENANCE SERVICES
122 Edinburgh Court Greenville, South Carolina 29607

All Proposals are due by 2 PM Eastern Standard Time, August 11, 2025
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.

RFP TIMETABLE

RFP Available: July 11, 2025

Deadline for written questions: July 31, 2025 no later than 12:00pm EST

Submittal Due: August 11, 2025 no later than 02:00pm 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.

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

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

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

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

SECTION 7 FORMS AND ATTACHMENTS

Submit the following Forms and HUD Certifications under a separate tab. 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
- Form HUD-2992: Certification Regarding Debarment and Suspension
- Form HUD-5370-C2 - General Conditions Non-Construction Contracts *(Provided for informational purposes and does not need to be submitted with the proposal)*
- Acknowledgement of Addenda
- Non-Collusive Affidavit
- W-9 Form

SECTION 8 SPECIAL CONDITIONS

Standards of Conduct. The successful Offeror shall be responsible for maintaining satisfactory standards of employee's competency, conduct, courtesy, appearance, honesty, integrity and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

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.

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.

Workers' Compensation in accordance with the State of South Carolina rules and Regulations.

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.

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.

City/State Business License. If applicable, a copy of the Offeror's license(s) allowing that entity to provide such services within the City of Greenville and/or the state of South Carolina.

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

SECTION 9. RESERVATION OF RIGHTS

TGHA reserves the right to:

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.

Right to Not Award. Not to award a contract pursuant to this RFP.

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).

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.

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.

Right to Negotiate. Negotiate the fees proposed by the proposer entity.

Right to Reject any Proposal. Reject and do 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.

No Obligation to Compensate. TGHA has no obligation to compensate any proposer for any costs incurred in responding to this RFP.

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.

TGHA PROTEST PROCEDURE. To handle and resolve disputes relating to procurements TGHA, will following the appeals and procedures as published in the TGHA Procurement Policy July 2020 [Microsoft Word - Procurement Capitalization Disposition Section 3 and DBE Policy Draft Revision 2020](#)

ATTACHMENT 1

Experience Form

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

Organization Name: _____

Address: _____ City: _____ State: _____ Zip: _____ Organization Size (# _____)

Employees): _____ Organization Website: _____ Type of Organization: _____ Public

Private Quasi-Governmental

Organization Description:

Contact Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Email Address _____ Phone Number: _____

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

Type of General Maintenance Services Provided to Organization:

--

ATTACHMENT 2

Price Proposal

Offerors are requested to provide their firm, fixed all-inclusive hourly rates for the listed employee classifications. These rates, along with any applicable adjustments for material markups, equipment rental, and response times, will be used for evaluation purposes and will serve as the basis for pricing individual task orders issued under the Blanket Purchase Agreement.

EMPLOYEE CLASSIFICATION (Offerors may add additional employee /category/trade classifications as needed to reflect their proposed staffing structure)	PRICING			
	Hours rate	After hours/weekend/Holidays rate Adjustment	Responses Time Differentials	
			Urgency	Emergency
Category/Trade				
Plumber				
Electrician				
Carpenter				
Painter				
General Maintenance/Handyman				
HVAC Technician				
Other (please specify)				
EXPENSES				
Material Markup percentage				
Equipment Rental Rates (if applicable)				
Other (if any)				

Use additional sheets as necessary.

Company Name: _____ Federal Tax ID: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Print Name: _____ Signature: _____

Date: _____

ATTACHMENT 3

FORMS

- Profile of a Firm
- Form HUD-2992 | Certification Regarding Debarment and Suspension
- Form HUD-5370-C2 | General Conditions Non-Construction Contracts
(Provided for informational purposes and does not need to be submitted with the proposal)
- Acknowledgement of Addendum
- Non-Conclusive Affidavit
- Form W-9

Profile of Firm Form

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 Not 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

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 or 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

U.S. Department of Housing and Urban Development

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 Nonprocurement 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 Non-procurement 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	

General Conditions for Non-Construction Contracts

Section II – (With 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. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

-
- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A
- (ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- 5. Disputes concerning labor standards**
- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- 6. Contract Work Hours and Safety Standards Act**
- The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.
- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any
-

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

HOUSING AUTHORITY OF THE CITY OF GREENVILLE, SC

ACKNOWLEDGEMENT OF ADDENDA AND
RESPONSES TO WRITTEN QUESTIONS

REQUEST FOR PROPOSALS
RFP XXXXXX”

Offeror acknowledges having checked the TGHA website, at www.tgha.net, for all Addenda and responses to written questions through the end date of XXXXXX, 2025 at xxxx 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: __

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: _____

Request for Taxpayer Identification Number and Certification

^a **Goto www.irs.gov/FormW9 for instructions and the latest information.**

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ^a	Date ^a
------------------	---------------------------------------	-------------------

General Instructions

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

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

A. Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

G—A real estate investment trust

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

I—A common trust fund as defined in section 584(a) J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

H. What Name and Number To Give the Requester

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

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

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

² Circle the minor's name and furnish the minor's SSN.

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

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

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

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

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

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

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

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

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

Victims of identity theft who are experiencing economic harm or a

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

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

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

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

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

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

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

FORM OF BLANQUET PURCHASE AGREEMENT

THIS AGREEMENT (hereinafter called the BPA) is made the..... day of..... in the year 2025 between the Housing Authority of the City of Greenville, SC, a political subdivision of the state of South Carolina, hereinafter referred to as the "Authority" of the one part and (*state the name of the SERVICE PROVIDER*) a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as the "Contractor".

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, [*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 "BLANKET PURCHASE AGREEMENT FOR GENERAL MAINTENANCE SERVICES RFP No. BPA-GMS-01-2025." The Contractor shall perform any and all work in a good and workmanlike manner, consistent with all applicable professional standards, Federal or state law or regulations and such other standards or requirements as the Authority may request.

The Contractor recognizes that, pursuant to the terms of the RFP, that this Contract shall not be deemed to give the Contractor the exclusive right to perform all [*name the service*] 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 years with 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. RFPand 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 misperformance 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 as a 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: Terril Bates
Fax: 864.467.3088
Email:

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:
