



**The Greenville Housing Authority/Greenville Redevelopment Corporation
REQUEST FOR PROPOSALS (RFP)**

Financial Advisory Services

RFP No. 03-2025

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

1st SOLICITATION
POSTED: August 26, 2025
DUE DATE: September 29, 2025, by 2 PM EST

Table of Contents

SECTION 1: INTRODUCTION	3
SECTION 2 SCOPE OF SERVICES	5
SECTION 3: PROPOSAL FORMAT & SUBMISSION INSTRUCTION	7
SECTION 4: PROPOSAL EVALUATION AND AWARD	13
SECTION 5: CONTRACT PROCEDURE	16
SECTION 6: SPECIAL CONDITIONS	18
SECTION 7: RESERVATION OF RIGHTS.....	20
SECTION 8: FORMS AND ATTACHMENTS.....	21
Price Proposal Form - Financial Advisory Services	37
ACKNOWLEDGEMENT OF ADDENDA AND RESPONSES TO WRITTEN QUESTIONS	38
NON-COLLUSIVE AFFIDAVIT	40
FORM OF CONTRACT	62

SECTION 1: INTRODUCTION

The Housing Authority of the City of Greenville, South Carolina (hereinafter, as “TGHA” or “Authority” or “Agency”) 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. TGHA’s portfolio includes properties owned by the Greenville Redevelopment Corporation, TGHA’s non-profit organization.

Today, TGHA and or it’s non-profit organization, GRDC, 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 a combination of tenant based and project based vouchers totaling 3,346; 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 Greenville Housing Authority is a HUD approved Move to Work agency.

TGHA currently has approximately 55 employees.

The Housing Authority of the City of Greenville, SC ("hereto known as TGHA and it’s nonprofit affiliate or Authority") is seeking proposals from qualified firm (s) experienced with providing a wide range of financial advisory service to public housing authorities. As such, the Financial Advisor will provide specialized financial services in accordance with the requirements and regulations of the U. S. Department of Housing and Urban

Development's RAD and PBV Programs, and others. This RFP will result in a three-year Indefinite Quantity Contract (IQC) with two (2) one (1) year option to be exercised at the sole discretion of the Authority. Under this agreement, the Authority shall issue to the Consultant written task orders on an as needed basis for the work required.

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.

This form must be signed, as well as subsequent addenda, and all pages returned in a sealed envelope. All signatures must be original and not photocopies. In compliance with this Request for Proposal, and subject to all the conditions thereof, the undersigned offers, if this proposal is accepted within ninety (90) calendar days from the date of the evaluation, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item or negotiated, to be delivered at the time and place specified herein.

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

Company Name: _____

Federal Tax ID: _____

UEI/DUNS Number: _____

Registration number: _____

Company Website: _____

Address: _____

City/State/Zip: _____

Telephone / Fax: _____

Email: _____

Print Name: _____ Title: _____

Signature: _____

Date: _____/-_____-/_____

SECTION 2 SCOPE OF SERVICES

General Requirements. It is the responsibility of each proposer, but especially the eventual successful proposer, to, prior to the submittal deadline during the period of time this RFP is posted, to inform the Agency for its consideration of any of the following information that is inaccurate or ineffective.

The Agency is seeking proposals from qualified and licensed entities to provide the Agency with a wide range of financial Advisory Service. The Provider shall furnish TGHA with Financial Advisory Service Provider that shall comply with all applicable federal state and local laws, regulation and guidelines and shall perform the services in accordance with the standard of care and expertise normally employed by firms performing similar services.

The proposal supports a multitude of actions and activities that are inherently part of development and redevelopment activity. As a result the solicitation intends to produce two or more qualified financial experts contracted on an as needed basis. This will permit TGHA and its nonprofit GRDC to pursue a range of development transactions which may from time to time require specific expertise.

The services include, but are not limited to:

Strategic & Long-term Planning

- HUD Demolition & Disposition Program (Section 18)
- Strategic Acquisitions
- Bonds
- Bond Cap Limitations
- Phasing & Funding Need
- Program Development
- Real Estate & Transactions
 - Optimizing Transactions
 - Energy Efficiency
 - Tax Credits
 - Acquisition Analysis
- Financial Impact of Operations & Management
 - Operational Analysis
 - Business Activity Analysis
- Transaction Services

- Pre-Development & Feasibility (Financial)
- Financial Partner Selection
- Due Diligence
- Approvals
- Closing
- Post- Closing

All services may include analysis and recommendations related to **Opportunity Zones**, where applicable

Meetings: Under the scope of services, the successful Offeror(s) may be required special meetings of the Board of Commissioners and meetings pertaining to the general activities as required. Meetings will be determined at the discretion of the Authority based upon circumstances and need. The firm is to be available to consult with commissioners and staff.

The selected consultant shall have a proven and verifiable background in providing the services specified in this RFP.

SECTION 3: PROPOSAL FORMAT & SUBMISSION INSTRUCTION

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 requests for interpretation of specifications shall be emailed to procurement@tgha.net by: 12:00 PM, Eastern Standard Time September 19, 2025(Eastern Standard Time) at least ten days (10) calendar days prior to the due date of the proposals.

Any changes to this proposal document will be issued as addenda and will be on file in Procurement until proposals are opened. All such addenda will become part of the contract, and all Offerors will be bound by such addenda, whether or not received by the Offeror

All addenda and responses to written questions will be published on TGHA website. It is the Offeror's responsibility to frequently check TGHA website for addenda changes and written question responses during the open period of this RFP.

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 used in the receipt of proposals is that time written or stamped by the Authority.

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.

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.

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.

RFP TIMETABLE

RFP Available: August 26, 2025

Deadline for written questions: September 19, 2025, no later than 12:00pm EST

Submittal Due: September 29, 2025, no later than 02:00pm EST

Anticipated Contract Award: TBD

Formal communication such as requests for clarification and/or information concerning this solicitation shall be submitted in writing no later than 12:00pm, on September 19, 2025, EST.

Interested firms must submit one original and three (3) copies and one (1) electronic version (such as on a flash/USB drive) of their proposal in the package, with the items listed in the schedule of submittals, to; Housing Authority of the City of Greenville, Procurement Office, ATTN: Mrs. Terril Bates, 122 Edinburgh Court, Greenville, South Carolina 29607.

All proposals shall be delivered to the Authority by 2:00 PM, Eastern Standard Time, on September 29, 2025. Proposals received in the issuing office after 2:00 PM on September 29, 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.

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	<p>Signed cover letter on company letterhead: A signed cover letter on company letterhead. Completed and signed required forms (non-collusion affidavit, acknowledge of an addendum if any, Certificates of insurance Liability, current business license, W9, certifications if any). Contact information for the primary point of contact.</p> <p>An authorized representative of the Offeror must sign this letter and proposals.</p>
No. 2	Experience and Qualifications
	<p>Offerors shall include in this tab:</p> <ul style="list-style-type: none"> • Firm profile, years in business, organizational structure. • Résumés of key staff, licenses, certifications. • Provide evidence of prior experience with HUD programs (including RAD, MTW, Section 18 Demolition/Disposition), Opportunity Zones, LIHTC, bonds, and other federal/state housing initiatives, as well as experience with Public Housing Authorities and redevelopment projects. Include project descriptions, scope of work, and the Offeror's specific role.
	<p>This criterion considers the Experience of the individual(s) proposed for Financial Advisory Services. Offerors should, at a minimum, include an organization chart and individual resumes for all key personnel and team members. Please list their names, titles and role below and attach resumes. Resumes should include the following information: Name of the individual; a description of the functions the individual will perform and his/her title or position; the individual's relevant educational background and work experience; the specialized skills, training, credentials or accomplishments of the individual that are relevant to the required services; and any similar or comparable projects on which the key personnel have served in positions of similar or comparable responsibility within the last five years. Include the name, e-mail address, address and phone number of the contact person for each.</p>
No. 3	Past Performance & Relevant Experience

This tab must demonstrate the Offeror's technical background, professional competence, and ability to coordinate and manage the work described in Section 2 – Scope of Services.

Include a list of similar clients your organization has served in the last five years, providing for each: Client name, address, size of agency, type of services provided, and length of contract, Contact name, email address, and phone number

Complete **Attachment 1 – Experience Form**.

Additionally, provide:

- List of comparable projects in the past five years
- Experience with HUD programs, SC Housing Finance Agency, LIHTC, and Opportunity Zones
- Track record of cost control, quality, and timeliness
- Three (3) verifiable client references

The Authority must be able to verify references under this Evaluation Criterion.

No 4.	Capacity, Approach, and Methodology
	<p>Offerors must demonstrate their ability to provide services on time and on budget, including knowledge of federal, state, and local laws, HUD standards, and other regulatory requirements. Submissions should include a clear workplan, methodology, and quality assurance approach.</p> <p>Include the following:</p> <ul style="list-style-type: none"> • Narrative of the firm's capacity to provide services on a task order basis • Proposed methodology for delivering the scope of services • Staffing plan and availability of key personnel • Communication plan • Proposed methods and equipment to be used • Assistance and materials expected from TGHA • Project plan and any other pertinent information • Quality control plan • Description of the firm's expertise as it relates to PHAs, PHA nonprofits, HUD, LIHTC, and other affordable housing funding programs <p>Complete Attachment 2 – Questionnaire as part of this tab.</p>
□	
No. 5	<p>Section 3 Business/WBE/MBE Preference Documentation (Optional Item). For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment 1 and any documentation required by that form</p> <ul style="list-style-type: none"> • Section 3 compliance statement. • Certification(s) if MBE/WBE/DBE. • Description of subcontracting or partnerships.
No. 6	Pricing Proposal
	<p>Offerors shall provide a detailed Price Proposal including:</p> <ul style="list-style-type: none"> • Fixed hourly billing rates for all proposed staff (to be applied for all task orders).

	<ul style="list-style-type: none"> Any accelerator or adjustment factor to account for anticipated cost changes over the contract period. Travel and other reimbursable expenses (reimbursement will be negotiated and shall not exceed the Federal GSA schedule for Greenville, SC). Completed Attachment 3 – Price Proposal. <p>Estimated hours per staff category may be provided for evaluation purposes, but total fees will depend on actual task orders issued.</p>
No. 7	<p>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</p> <p>All work will be performed in accordance with professional standards, HUD regulations, requirements and criteria, local codes, regulations, ordinances, and statutes.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Profile of Firm <input type="checkbox"/> Form HUD-2992: Certification Regarding Debarment and Suspension <input type="checkbox"/> Form HUD-50071: Certification of Payments to Influence Federal Transaction <input type="checkbox"/> Form HUD-5369-B: Instructions to Offerors Non-Construction <input type="checkbox"/> Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract <input type="checkbox"/> Form HUD-5370-C - General Conditions Non-Construction Contracts <i>(Provided for informational purposes and does not need to be submitted with the proposal)</i> <input type="checkbox"/> Acknowledgement of Addendum <input type="checkbox"/> Non-Conclusive Affidavit <input type="checkbox"/> Form W-9
	<p>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).</p>

SECTION 4: PROPOSAL EVALUATION AND AWARD

Evaluation Process. TGHA's (GRCD) selection committee will initially screen the proposals, rate according to evaluation factors, and at our discretion interview the most qualified firms. Award may be made without discussion 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
Experience and Qualifications	30 Points
Evaluation will consider the qualifications of the firm and key personnel, including: <ul style="list-style-type: none"> - Demonstrated expertise in providing financial advisory services for housing authorities, nonprofit affiliates, and similar entities. - Direct experience with HUD programs (RAD, MTW, Section 18 Demolition/Disposition), Opportunity Zones, LIHTC, bonds, and other federal/state housing initiatives. - Professional competence and availability of key staff, including specialists in real estate finance, strategic planning, bond financing, tax credit structuring, and transaction services. - Organizational capability, including staffing capacity, management structure, and resources necessary to support TGHA and GRDC on an as-needed, task-order basis. 	
Past Performance and Relevant Experience	25 Points
Evaluation will consider the Offeror's record of past performance, including: <ul style="list-style-type: none"> - Successful completion of comparable financial advisory engagements, particularly in housing development and redevelopment transactions. - Documented ability to structure and close complex deals involving bonds, LIHTC, acquisitions, and energy-efficiency projects. - Demonstrated history of cost control, quality of work, adherence to performance schedules, and compliance with federal/state requirements. - References from prior clients that confirm reliability, responsiveness, and overall client satisfaction. 	
Capacity, Approach, and Methodology	
Evaluation will consider the Offeror's approach to delivering the services described in the scope, including: <ul style="list-style-type: none"> - Demonstrated capacity to deliver strategic planning, financial feasibility, due diligence, partner selection, approvals, and post-closing services. - Ability to provide operational and business activity analyses that assess the financial impact of management decisions. - Proposed methodology and responsiveness in delivering services under a 	25 Points

task-order-based contract. - Ability and availability to attend regular or special meetings with TGHA's Board of Commissioners and staff, providing consultation as needed. - Understanding of applicable local, state, and federal laws, HUD standards, and regulatory requirements governing financial advisory services.	
Price Proposal. Price	20 Points
Evaluation will consider the competitiveness, reasonableness, and clarity of the proposed fee structure for as-needed, task-order financial advisory services	
Offeror must demonstrate compliance with insurance requirements and submission of all mandatory certifications and forms	Yes No
TOTAL POINTS	100 Points
Preference Evaluation Category	5 Points
Plus an additional 5 Points listed in the Preference Evaluation Category Below: Section 3 Business Concern and/or Minority-Owned Business Enterprise (MBE) / Women-Owned Business Enterprise (WBE).	
TOTAL AVAILABLE POINTS	105

Preference Evaluation Factor. The following factors will be utilized to evaluate each proposal received.

EVALUATION CRITERIA – 5 Points
<p><i>Section 3 Job Training, Employment and Contracting Opportunities & Minority- and Women-Owned Business Enterprises</i></p> <p>Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, all feasible efforts shall be made to ensure that minority-owned, small disadvantaged and Section 3 businesses, women's business enterprises, labor surplus area businesses and other individuals or firms located in or owned in substantial part by persons residing in the area of TGHA project are used when possible. Such efforts shall include but shall not be limited to: 5 Points will be awarded to proposals meeting either one of the following criteria.</p> <p><u>Section 3 Criteria</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Section 3 Resident (low-income person earning less than 80% of the area median income). <input type="checkbox"/> Resident Employment and/or Training Opportunity <input type="checkbox"/> Section 3 Business concern as defined under 24 CFR Part 135 <input type="checkbox"/> Contribution to TGHA Resident Services Section 3 Employment Education Fund <p><u>Minority-Owned Business Enterprise Criteria</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> 51% of the business is owned by one or more minority group members; or in the case of a publicly-owned business, one in which at least 51% of its voting stock is

owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals.

Women-Owned Business Enterprise Criteria:

- ☐ 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

Disabled Veterans Enterprise Criteria:

- ☐ A sole proprietorship, partnership, or corporation owned, operated, controlled by a disabled veteran (as determined by the Veterans Administration) who have at least 51% ownership. The disabled veteran must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of women ownership. To qualify as an eligible DVE, the business must be certified and in good standing with the State of South Carolina

TOTAL POINTS	5 points
---------------------	-----------------

Award and Task-Order Basis. Following the evaluation of Proposals, the Authority shall establish a competitive range of the highest-rated, responsible Offerors. The Authority intends to award contracts to two or more qualified Offerors, with work issued on a task-order, as-needed basis.

The Authority may conduct informal interviews or oral presentations and engage in individual discussions with Offerors deemed fully qualified, responsible, and suitable, with emphasis on professional competence. Offerors shall be encouraged to elaborate on their proposals, performance data, staff expertise, and alternative approaches.

Contracts will be awarded to the Offeror(s) whose proposals are most advantageous to the Authority and with whom the Authority is able to reach agreement. In negotiations regarding the terms of any resulting contract, the Authority has no legal authority to indemnify the Offeror, and by submitting a proposal, Offerors agree they will not request indemnification in any resulting contract.

The Authority may: (a) reject 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: CONTRACT PROCEDURE

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

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.

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 (please see Sample Contract), 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 Period. Task-Order Contract and Payment. TGHA contemplates awarding contracts to two or more qualified Offerors for financial advisory services on a task-order,

as-needed basis. The contracts will be **hourly rate-based**, with a fixed fee structure for the base 3-year period, plus **two (2) one-year optional extensions** at the Authority's discretion.

Offerors must identify an **accelerator/adjustment factor** in their fee proposal to account for potential changes in timing or costs over the contract period. Charges for services must be **directly related to hours of work performed**, and all services must be **fully itemized**, showing the type of work performed and time expended.

Task orders will be issued by the Chief Executive Officer or their designee, specifying scope, expected deliverables, and estimated hours.

This RFP will result in a contract with payment terms to be negotiated between the Authority and the selected Offeror. The contract shall commence on the date specified therein and will be base period of three years with two one year extensions optional, Authority's discretion.

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: 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.

Section 3 and Minority/Women Owned Business Participation. The firm awarded the contract agrees to use its best efforts to subcontract and employ Section 3 and minority business enterprises and/or women business enterprises, certified as such or recognized by TGHA as such. TGHA is an equal opportunity employer and requires all of its contractors to comply with policies and regulations concerning equal employment opportunity. TGHA has a goal of 10% for its Section 3 Resident Participation goal and 30% for MBE/WBE participation.

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 7: 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](#)

SECTION 8: FORMS AND ATTACHMENTS

Submit the following Forms and HUD Certifications. These forms shall constitute a part of the RFP and any contract.

- Attachment 1: Profile of Firm Form
- Attachment 2: Experience Form
- Attachment 3: Questionnaire
- Attachment 4: Section 3 Business WBE/MBE Preference Documentation
- Attachment 5: Price Proposal Form
- Attachment 6: Acknowledgement of Addenda
- Attachment 7: Non-Collusive Affidavit
- W9

Attachment 9: HUD FORMs

Completes this form and submit with the Proposal

- Form HUD-50071: Certification of Payments to Influence Federal Transaction
- Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract

For information Only

- Form HUD-5369-B: Instructions to Offerors Non-Construction
- Form HUD-5370-C - General Conditions Non-Construction Contracts *(Provided for informational purposes and does not need to be submitted with the proposal)*

Profile of Firm Form

1) 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) Please attached a brief biography/resume of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established in California; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

[Table No. 1]

(1) Name	(2) Title	(3) % of Ownership

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

[Table No. 2]

(1) Name	(2) Title

(7) Proposer Diversity Statement. You must mark all the following that apply to the ownership of this firm and enter where provided enter the correct percentage (%) of ownership of each:

☐ Caucasian
Non-Profit

☐ Public-Held

☐ Government

☐

American (Male) Corporation Agency
 Organization _____% _____% _____%
 _____%

Resident- (RBE), 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):

☐ Resident- ☐ African ☐ Native ☐ Hispanic ☐ Asian/Pacific
☐ Hasidic ☐ Asian/Indian
 Owned* American American American American Jew
 American
 _____% _____% _____% _____% _____%
 _____% _____%
☐ Woman-Owned ☐ Woman-Owned ☐ Disabled ☐ Other (Specify):
 (MBE) (Caucasian) Veteran
 _____% _____% _____% _____%

WMBE Certification Number:

Certified by (Agency):

(NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED TO PROPOSE - ENTER IF
 AVAILABLE)

(8) Federal Tax ID No.:

(9) Local Business License No. (if applicable):

(10) State of California License Type and No. (if applicable):

(11) Federal License Type and No. (if applicable):

(12) Worker's Compensation Insurance Carrier:

Policy No.:

Expiration Date:

(13) General Liability Insurance Carrier:

Policy No.

Expiration Date:

(14) Professional Liability Insurance Carrier:

Policy No.

Expiration Date:

Experience Form

Please complete a form for each organization that you have provided Financial Advisory 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 Financial Advisory Services Provided to Organization:

--

Questionnaire

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

1. Has your organization, any principal of your organization, or any “Affiliated Entity” (i.e. an entity of which your organization or one or more principals of your organization serves or served as general partner, managing member, or manager, or an entity in which your organization or the principal[s] of your organization (individually or collectively) have or had a greater than 50% interest):
 - a. Ever been terminated on a contract for cause?
Yes _____ No _____
 - b. Within the last five years, made payment on a contract for damages?
Yes _____ No _____
2. Has your organization, any principal of your organization, or any Affiliated Entity, in the last three years, received a final order for willful and/or repeated violation(s) issued by any government agency?
Yes _____ No _____
3. In the last ten years, has your organization, any principal of your organization, or any Affiliated Entity, had any judgment entered against it or them for any claim sounding in breach of contract, tortious interference with contract or a contract expectancy, discrimination, or fraud?
Yes _____ No _____

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

4. If you answer yes to any of the following, please, state the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who might be contacted for additional

information. In the last ten years, has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:

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

Yes ____ No ____

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

Yes ____ No ____

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

Yes ____ No ____

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

Yes ____ No ____

Section 3 Business/WBE/MBE Preference Documentation

SECTION 3

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

A TOOL FOR “ECONOMIC UPLIFT”

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

GOOD FAITH EFFORT

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

OUTREACH TO EXPAND SECTION 3 RESIDENT TRAINING AND EMPLOYMENT OPPORTUNITIES

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

PROMOTING BUSINESS PARTICIPATION

- Advertisement in local media and trade association papers;
- Posting flyers in the housing community;
- Developing a list of eligible Section 3 businesses;
- Giving all eligible concerns written notice in time for them to participate in pre-bid meetings and meet proposal deadlines;
- Holding workshops on contract procedures;

- Dividing contract work to allow wider participation;
- Promoting joint ventures between a large business and Section 3 business concerns;
- Limiting competition for PHA-administered opportunities to resident-owned businesses through the use of alternative procurement procedures for contracts under \$500,000, as described in HUD regulations at 24 CFR 963.

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

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

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

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

A. Required Efforts

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

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

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

Definitions

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

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

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

Goals

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

SECTION 3 ESTIMATED PROJECT WORK FORCE BREAKDOWN
(Complete and Return to TGHA with submittals)

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

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

Company:			
Project			
Name:		Title:	
Signature:		Date:	

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

RESIDENT EMPLOYMENT OPPORTUNITY DATA

(Complete and Return to TGHA with submittals)

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

ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

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

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of the _____

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

My permanent address is: _____

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

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

Signature

Print Name

Date

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

(Complete and Return to TGHA with submittals)

Name of Business

Address of Business

Type of Business:
Partnership

Corporation

Sole Proprietorship

Joint

Venture

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

Other

years from

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

Current financial statement

Statement of ability to comply with public policy

List of owned equipment

List of all contracts for the past two years

(Corporate Seal)

Authorizing Name and Signature

Attested by: _____

Attached is the following documentation as evidence of status:

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

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

For business entity as applicable:

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

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

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

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

first employment with the business:

List of all current full-time employees

List of

Price Proposal Form - Financial Advisory Services

Instructions: Offerors shall provide hourly rates, accelerator/adjustment factor, estimated hours, and reimbursable expenses. All rates must comply with applicable Federal, State, and local laws and HUD regulations. Reimbursable expenses shall not exceed the Federal GSA schedule for Greenville, SC.

Staffing and Hourly Rates

Employee Classification	Estimated Hours	Hourly Rate	Notes/Comments
Partner / Owner			
Manager / Supervisor			
Senior Staff			
Junior Staff			
Other Personnel (describe)			

Accelerator / Adjustment Factor

Provide any proposed percentage or method to adjust hourly rates over the contract period.

Reimbursable Expenses

Expense Type	Estimated Cost	Notes/Comments
Travel and Lodging		
Per Diem		
Other (describe)		

Notes: Use additional sheets if necessary to provide full explanation of methodology, assumptions, or staff allocation.

Company Name: _____ Federal Tax

ID: _____ Address:

_____ City:

_____ State: _____ Zip: _____ Telephone:

_____ Email: _____

Print Name: _____ Signature:

_____ Date: _____

ACKNOWLEDGEMENT OF ADDENDA AND RESPONSES TO WRITTEN QUESTIONS

REQUEST FOR PROPOSALS Financial Advisory Consulting Services 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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

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.

A.

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 **B**, 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; **C**.
- 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.

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.**

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)

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), ABL 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:
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.

Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. 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.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

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

- 1) **Non-construction contracts** (without maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **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 I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

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

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

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

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

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

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

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

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

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

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

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

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

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

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

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

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

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a)The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f)The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FORM OF CONTRACT

This SERVICE AGREEMENT ("Agreement") is made and entered into as of [Date] by and between the Housing Authority of the City of Greenville, SC, a public body corporate and politic ("TGHA"), and [Legal name, form and state of Contractor] ("Contractor").

RECITALS

WHEREAS, TGHA owns or manages a [Description of Project], [Name of Project] ("Project") and desires to contract for _____; and

WHEREAS, Contractor provides _____ services to/for the Project and has agreed to provide those services for the Project on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1

AGREEMENT

Section 1.1 - *Agreement*. This Agreement consists of the terms and conditions set forth in the sections captioned by numbered article designations ("Articles") and the following appendices, which are incorporated and made part this Agreement by this reference and are included in any reference to this Agreement.

Appendix A - Scope of Services

Appendix B - Compensation

Appendix C - HUD Requirements [HUD-2992, 5369-B, 5370-C1, which contain all HUD-required clauses and shall be used in all contracts issued by TGHA.

If the terms and conditions of the Articles of this Agreement vary or are inconsistent with any portion of the Appendix C, the terms of Appendix C shall control and be given priority. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement. Neither party will be bound by or be deemed to have made any representations, warranties, commitments or other undertakings with respect to the subject matter of this Agreement that are not contained in this Agreement.

Section 1.2 - *Effective Date and Term*. This Agreement shall be effective and shall govern the rights and obligations of the parties from and after the date of this Agreement for a period of _____ years/months.

Section 1.3 - *Relationship of The Parties*. Contractor has been retained by TGHA as an independent contractor. Neither Contractor nor any of its employees, subcontractors or agents shall be deemed to have any other status,

except that Contractor is the agent of TGHA to the limited extent that this Agreement expressly grants Contractor the authority to act on behalf of TGHA.

Section 1.4 - *Representatives*. TGHA and Contractor shall each designate a representative ("Designated Representative") to act on its behalf in overseeing the performance of this Agreement. TGHA and Contractor may change their respective Designated Representatives upon written notice to the other party given as provided in this Agreement. Designated Representatives shall be the primary means for communication and all other interactions between TGHA and Contractor that are required under this Agreement. Designated Representatives shall have the power and authority to bind their respective principals under the terms of this Agreement, with any required internal corporate approvals with respect to such authority being the responsibility of each representative to obtain from his or her principal.

ARTICLE 2

SERVICES

Section 2.1 - *Scope of Services*. Contractor shall [describe services] as more fully set forth in Appendix A and ("Services").

Section 2.2 - *Standards for Performance of the Services*. Contractor shall perform the Services required under this Agreement, including those set forth in Appendix A, in a prudent, reasonable, and efficient manner and in accordance with (i) the RFP, (ii) all applicable Laws, (iii) and the terms of this Agreement.

Section 2.3 - *Contractor's Personnel Standards*. Contractor shall provide as reasonably necessary all labor and professional, supervisory and managerial personnel as are required to perform the Services. All individuals employed by Contractor to perform the Services shall be employees of Contractor, and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by Contractor. With respect to labor matters, hiring personnel, and employment policies, Contractor shall comply with all applicable Laws.

ARTICLE 3

COMPENSATION AND PAYMENT

Section 3.1 - *Payments*. As compensation to Contractor for performance of the Services hereunder, TGHA shall pay Contractor as set forth in Appendix B.

Section 3.2 - *Billing and Payment*. Within 15 days following the end of each month, Contractor shall submit an invoice for the Services performed in the previous 30 days. Within 15 days after receipt of any such invoice, TGHA shall pay Contractor the sum specified in such invoice, less (i) any amounts previously deposited with Contractor relating to such invoice, and (ii) any portion of such invoice amount that TGHA disputes in good faith or is permitted to offset under this Agreement. With respect to any disputed portion of such invoice, TGHA provide Contractor with a written statement explaining, in reasonable detail, the basis for such dispute. The parties shall attempt to resolve any such disputed portion in accordance with Article 14.

ARTICLE 4

TERM AND TERMINATION

Section 4.1 - *Term*. The term of this Agreement shall be from and including the date of this Agreement to and including [Expiration date]. Upon agreement of TGHA and Contractor, this Agreement may be extended for [Number of extensions] periods of [Length of extensions] each. This Agreement is subject to earlier termination pursuant to Sections 4.2, 4.3, 4.4 or 4.5.

Section 4.2 - *Immediate Termination By TGHA*. TGHA may terminate this Agreement immediately (i) upon the Bankruptcy of Contractor or (ii) upon the occurrence of a Force Majeure Event that is not remedied within 120 days of its initial occurrence. If the Agreement is terminated by TGHA pursuant to Section 4.2(i) or 4.2(ii), Contractor shall be compensated for all Reimbursable Costs incurred by Contractor to and including the date of termination. In addition, if the Agreement is terminated by TGHA pursuant to Section 4.2(ii), Contractor shall be paid all unpaid Annual Operating Fees to and including the date of termination.

Section 4.3 - *Termination Upon Notice By TGHA*. TGHA may terminate this Agreement upon 10 days prior written notice to Contractor in the event (i) that Contractor violates, or consents to a violation of, any Laws applicable to the Services, or (ii) of a material breach by Contractor in the performance of the Services, if Contractor does not cure such breach within 30 days from the date of Contractor's receipt of notice from TGHA demanding cure (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided Contractor diligently commences and pursues such cure and indemnifies TGHA for all related costs, of whatever kind).

Section 4.4 - *Termination By TGHA Without Cause*. TGHA reserves the right to terminate this Agreement without cause upon 90 days written notice to Contractor. If the Agreement is terminated by TGHA pursuant to this Section 8.5, Contractor shall be compensated for all Reimbursable Costs incurred by Contractor and all unpaid Annual Operating Fees to and including the date of such termination under this Section 8.5. Such payments, together with the termination payment set forth in Section 8.8, shall be Contractor's sole remedy in respect of such termination and shall be made by TGHA within 30 days of receipt of a final invoice from Contractor.

Section 4.5 - *Termination By Contractor*. Contractor may terminate this Agreement for cause upon 15 days prior written notice to TGHA in the event of: (i) TGHA's Bankruptcy; or (ii) TGHA's failure to perform in a timely manner any of its material obligations under this Agreement and such failure is not cured within 30 days of TGHA's receipt of a notice from Contractor demanding cure (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided that TGHA diligently commences and continues to pursue such cure).

ARTICLE 5

INSURANCE

Section 5.1 - *Coverage*.

- (a) Obligation to Obtain. TGHA and Contractor shall obtain and maintain the insurance set forth in Sections 5.1(b) and 5.1(c). Such insurance may be maintained under individual or blanket insurance policies.

(b) Contractor Coverage. Contractor shall maintain during the term of this Agreement the insurance described below with insurance companies acceptable to TGHA and with limits and coverage provisions not less than the limits and coverage provisions set forth below:

(i) General Liability Insurance: Liability insurance on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage.

(ii) Automobile Liability Insurance: Automobile liability insurance against claims for personal injury (including bodily injury and death) or property damage arising out of the use of all owned, leased, non-owned and hired motor vehicles, including loading and unloading, and containing appropriate no-fault insurance provisions where applicable.

(iii) Workers' Compensation Insurance: Workers' compensation insurance as required by applicable laws, including employers' liability insurance for all employees of Contractor.

(iv) Excess Liability Insurance: Excess liability insurance on an occurrence basis covering claims in excess of the underlying insurance described in the foregoing subsections (i), (ii) and (iii).

The amounts of insurance required in the foregoing subsections (i), (ii), (iii) and (iv) may be satisfied by Contractor purchasing coverage in the amounts specified or by any combination thereof, so long as the total amount of insurance meets the requirements specified. Upon mutual agreement of the TGHA, Contractor may provide equivalent self-insurance in lieu of the requirements set forth in this Section.

All policies of insurance required to be maintained pursuant to Section 9.1 shall include a provision that bars any cancellation or reduction in coverage in a manner that affects the interests of TGHA, without 60 days prior written notice to TGHA, except for termination for non-payment of premium which shall require 10 days prior written notice to TGHA. TGHA has the option in placing the coverages listed above and naming the Contractor as an additional insured.

ARTICLE 6

INDEMNIFICATION

Section 6.1 - *Indemnification by Contractor*. Contractor shall indemnify, defend and hold harmless TGHA, the members thereof, and their respective officers, directors, employees, agents, Affiliates and representatives from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with, but only to the extent of, any negligence, gross negligence, fraud or willful misconduct of Contractor or anyone acting on Contractor's behalf or under its instructions, in connection with this Agreement and Contractor's obligations thereunder. Any costs or expenses incurred by Contractor pursuant to its indemnity obligations under this Section 6., including the cost of deductibles with respect to the insurance maintained by Contractor or TGHA pursuant to Article 9 or losses in excess of such insurance coverage, shall be borne by the Contractor.

ARTICLE 8

RESOLUTION OF DISPUTES

Section 8.1 - Resolution Through Discussions. If any dispute or difference of any kind (a "Dispute") arises between TGHA and Contractor in connection with, or arising out of, this Agreement, the TGHA and Contractor within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of

TGHA and Contractor shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within 5 business days, the Dispute shall be referred within 2 business days of the lapse of the 5 business day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of TGHA and Contractor have had at least 5 business days to resolve the Dispute following referral of the Dispute to them. If the parties are unable to resolve the Dispute using the procedure described in this section, either party may

Section 8.2 - Continued Performance. During the pendency of any arbitration, Contractor and TGHA shall continue to perform their obligations under this Agreement.

ARTICLE 9

MISCELLANEOUS PROVISIONS

Section 9.1 - *Assignment*. Neither TGHA nor Contractor party may assign its rights or obligations under this Agreement without the prior written consent of the other party hereto, except that this Agreement may be assigned by TGHA without such prior consent to any successor of TGHA, to a person or entity acquiring all or substantially all of the Project, or to a Lender or any purchaser of the Project upon the exercise of remedies under a Project Agreement by a Lender. Contractor hereby consents to the assignment by TGHA of a security interest in this Agreement to Lenders. Contractor further agrees to execute documentation to evidence such consent reasonably required by the Lenders typical for project finance. Contractor recognizes that such consent may grant certain rights to such Lenders, which shall be fully described in the consent documents.

Section 9.2 - *Access to Project*.

- (a) TGHA. TGHA, Lenders and their respective agents and representatives shall have access at all times to the Project and any documents, materials and records and accounts relating to Project operations for purposes of inspection and review. Upon the request of TGHA, Lender or their respective agents and representatives, Contractor shall make available to such persons or entities and provide them with access to any operating data and all operating logs.
- (b) Cooperation. During any such inspection or review of the Project, each of TGHA, Lender and their respective agents and representatives shall use its reasonable commercial efforts to cause authorized visitors to comply with Contractor's safety and security procedures and to conduct such inspection and review in a manner which causes minimal interference with Contractor's activities. Contractor agrees to cooperate fully with TGHA, Lender and their respective agents and representatives in providing requested information and documentation for the support of any financial or legal transactions associated with the Project.

Section 9.3 - *Force Majeure*. If either TGHA or Contractor is rendered wholly or partially unable to perform its obligations under this Agreement (other than payment obligations) due to a Force Majeure Event, the party affected by such Force Majeure Event shall be excused from whatever performance is impaired by such Force Majeure Event, provided that the affected party promptly, upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder, (i) promptly gives notice to the other party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect and (ii) uses its

reasonable commercial efforts to remedy its inability to perform.. The suspension of performance shall be of no greater scope and no longer duration than that which is necessary. No obligations of either party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence. The burden of proof shall be on the party asserting excuse from performance due to a Force Majeure Event.

Section 9.4 – *Attorney’s Fees*. [Prevailing Party]

Section 9.5 - *Consequential Damages*. Notwithstanding any provision in this Agreement to the contrary, Contractor and TGHA each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

Section 9.6 - *Amendments*. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both parties.

Section 9.7 - *Survival*. Notwithstanding any provisions herein to the contrary, the obligations set forth in Articles 7 and 9 shall survive in full force despite the expiration or termination of this Agreement.

Section 9.8 - *No Waiver*. It is understood and agreed that any delay, waiver or omission by TGHA or Contractor with respect to enforcement of required performance by the other under this Agreement shall not be construed to be a waiver by TGHA or Contractor of any subsequent breach or default of the same or other required performance on the part of TGHA or Contractor.

Section 9.9 - *Notices*. All notices and other communications (collectively "Notices") required or permitted under this Agreement shall be in writing and shall be given to each party at its address set forth in this Section 9.9 or at such other address as hereafter specified as provided in this Section 9.9. All Notices shall be (i) delivered personally or (ii) sent by fax, electronic mail, telegraph, registered or certified mail (return receipt requested and postage prepaid), or (iii) sent by a nationally recognized overnight courier service. Notices shall be deemed to be given (A) when transmitted if sent by electronic mail, or (B) upon receipt by the intended recipient if given by any other means. Notices shall be sent to the following addresses:

To Contractor:

To TGHA:

HOUSING AUHTORITY OF THE CITY

OF GREENVILLE, SC

117 Edinburg Ct.

Greenville, SC 29607

Attn: _____

Email: _____

Section 9.10 - *Representations And Warranties*. Each party represents and warrants to the other party that:

(a) such party has the full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated hereby;

(b) to the best of such party's knowledge, the execution, delivery and performance by such party of this Agreement, does not and will not materially conflict with any legal, contractual, or

organizational requirement of such party; and

(c) there are no pending or threatened legal, administrative, or other proceedings that if adversely determined, could reasonably be expected to have a material adverse effect on such party's ability to perform its obligations under this Agreement.

Section 9.11- *Counterparts*. The parties may execute this Agreement in counterparts, which shall, in the aggregate, when signed by both parties constitute one instrument. Thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it.

Section 9.12 - *Governing Law; Jurisdiction and Venue*. This Agreement is executed and intended to be performed in the State of South Carolina. The laws of the State of South Carolina shall govern its construction, interpretation and effect. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of South Carolina in Greenville County or the United States District Court, District of South Carolina, Greenville Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court.

Section 9.13 - *Partial Invalidity*. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and in no way be affected, impaired or invalidated.

Section 9.14 - *Vendor's Warranties*. For TGHA's benefit, Contractor shall obtain from sellers of equipment, material, or services (other than the Services), warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable, and, to the extent of any such warranties actually obtained, TGHA releases Contractor from any further liability arising in respect of such equipment, material or services (other than the Services) to the extent such liability is covered by any such warranty. Upon TGHA's request, Contractor agrees to take such steps as are necessary, short of litigation, to enforce said warranties. Each such warranty shall be enforceable by TGHA for TGHA's benefit or assignable by Contractor to TGHA without any further action or consent by or on the part of any third party. When requested, Contractor shall assign any such warranty to TGHA and assist TGHA with the administration and enforcement of such warranty, or, if such warranty is not assignable to TGHA, assist TGHA with the administration and enforcement of such warranty.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

[CONTRACTOR]

Name:

Title:

HOUSING AUTHOIRTY OF THE CITY
OF GREENVILLE, SC

Name:

Title:

APPENDIX A

SCOPE OF SERVICES

CONTRACTOR SHALL PERFORM EACH OF THE SERVICES LISTED IN THIS APPENDIX A IN ACCORDANCE WITH THE STANDARDS REQUIRED UNDER SECTION 3.2 OF THE AGREEMENT.

APPENDIX B

APPENDIX C