



REQUEST FOR PROPOSALS (RFP) for HUMAN RESOURCES (HR) CONSULTANT SERVICES

No: RFP 05-2025

Housing Authority of the City of Greenville, SC

122 Edinburgh Court, Greenville, SC, 29607

1st SOLICITATION

POSTED: October 01, 2025

DUE DATE: November 03, 2025, by 2 PM EST

Table of Contents

SECTION 1: INTRODUCTION	3
SECTION 2 SCOPE OF SERVICES	5
SECTION 3: SUBMISSION INSTRUCTIONS.....	6
SECTION 4: PROPOSAL EVALUATION AND AWARD.....	10
SECTION 5: CONTRACT PROCEDURE	11
SECTION 6 SPECIAL CONDITIONS.....	13
SECTION 7. RESERVATION OF RIGHTS	14
ATTACHMENTS	15

SECTION 1: INTRODUCTION

The Housing Authority of the City of Greenville, SC ("hereto known as TGHA or Authority" or "Agency") is seeking proposals from qualified and experienced HR Consultant firms with demonstrated experience in housing, nonprofit, or public sector consulting.

The Housing Authority of the City of Greenville, South Carolina is a public entity that was formed in 1938 to provide federally subsidized and housing assistance to low-income families. TGHA is headed by a Chief Executive Officer and governed by a seven- person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and TGHA's procurement policy. TGHA has an essential mission to provide housing assistance for veterans as well as low to moderate income families. As a truly great community, Greenville, South Carolina, offers affordable housing for people across the income spectrum. TGHA is the catalyst for affordable housing in the Greenville area. Since 1938, TGHA has provided housing assistance in Greenville, utilizing traditional programs such as Public Housing and HCV (Housing Choice Vouchers), previously known as Section 8 Housing Choice Vouchers, funded by the federal Department of Housing and Urban Development (HUD). In recent years, TGHA has updated its housing portfolio with modern mixed-income developments and continues to search for ways to expand affordable housing throughout the City and County.

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

The Greenville Housing Authority (TGHA) maintains an average workforce of approximately 60 full-time employees. This staffing complement encompasses a diverse array of roles, including maintenance personnel, mid-level management, administrative support, senior management, and executive leadership. For reference, an organizational chart is enclosed to provide a comprehensive overview of TGHA's staffing structure and operational hierarchy.

The form below must be signed, as well as subsequent addenda, and all pages returned in a sealed envelope.

All signatures must be original and not photocopies.

In compliance with this Request for Proposal, and subject to all the conditions thereof, the undersigned offers, if this proposal is accepted within ninety (90) calendar days from the date of the evaluation, to furnish any or all services upon which prices are quoted, at the price set opposite each item or negotiated, to be delivered at the time and place specified herein. The undersigned certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal, and is authorized to contract on behalf of firm named below.

Company Name:

Federal Tax ID:

Company Website:

Address:

City/State/Zip:

Telephone / Fax:

Email:

Print Name:

SECTION 2 SCOPE OF SERVICES

Overview

The Housing Authority of the City of Greenville, South Carolina (“Authority”) seeks proposals from qualified HR firms with demonstrated experience in housing, nonprofit, or public sector consulting.

The selected firm will (i) evaluate the Authority’s human resources department and make recommendations for improvement in policies, procedures, and operations, and (ii) provide hands-on ongoing HR consulting support to existing staff to strengthen the Authority’s management, compliance, and organizational effectiveness.

The Greenville Housing Authority (TGHA) maintains an average workforce of approximately 60 full-time employees. This staffing complement encompasses a diverse array of roles, including maintenance personnel, mid-level management, administrative support, senior management, and executive leadership. For reference, an organizational chart is enclosed to provide a comprehensive overview of TGHA’s staffing structure and operational hierarchy.

Purpose and Objectives

- Ensure HR policies and practices comply with all applicable laws and regulations.
- Improve retention and performance management processes.
- Enhance employee relations and organizational culture.
- Build internal HR capacity through ongoing support and training.

Scope of Services

The selected firm will also provide strategic HR support in the following areas:

- Policy and Compliance: Conduct a full audit of HR policies, procedures, and documentation; identify gaps and recommend and implement updates to ensure compliance with FMLA, ADA, ADEA, FLSA, EEO, and other laws and regulations.
- Hands-on Assistance: Provide an HR consultant to work directly with existing staff (in person as needed) to assist with day-to-day HR issues and improve the Authority’s management, compliance, and organizational effectiveness.
- Performance Management: Evaluate and improve performance review systems, goal-setting frameworks, and feedback processes; train managers on coaching and evaluation.
- Employee Relations: Provide advisory support on sensitive personnel matters, including complaints, investigations, discipline, and conflict resolution, while maintaining strict confidentiality and legal compliance.
- Deliverables: Written audit report that identifies the materials reviewed, with findings that analyze any flaws and areas of improvement and make corrective recommendations, updated HR policies and templates, improved performance management tools, compliance checklists, and availability for ongoing consultation.

SECTION 3: SUBMISSION INSTRUCTIONS

General Conditions. The RFP will be available at the Administrative Office of the Housing Authority of the City of Greenville, South Carolina at 122 Edinburgh Court, Greenville, South Carolina 29607 and available on TGHA website www.tgha.net.

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

An authorized representative of the Offeror must sign proposals.

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

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 service. All service 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: October 01, 2025

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

Submittal Due: November 03, 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 October 12, 2025, EST.

Interested firms must submit one (1) original, three (3) hard copies, and one (1) electronic version of their proposal package—saved on a USB flash drive or similar portable storage device—containing all items listed in the schedule of submittals.

Proposals should be delivered to: Housing Authority of the City of Greenville, Procurement Office, 122 Edinburgh Court, Greenville, South Carolina 29607.

All proposals shall be delivered to the Authority by 2:00 PM, Eastern Standard Time, before or on November 03, 2025.

Proposals received in the issuing office after 2:00 PM on November 03, 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
Cover letter	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. An authorized representative of the Offeror must sign this letter and proposals.
No. 1	Information demonstrated: Relevant experience with public housing authorities, nonprofits, or similar organizations.

	<p>Provided information demonstrated past Performance and References. At least three contact references (Name, email phone) of similar projects for clients comparable to TGHA. TGHA should be able to verify these references.</p>
No. 2	<p>Proven experience in human resources consulting</p> <p>A track record of helping organizations:</p> <ul style="list-style-type: none"> • Stay compliant with employment laws and regulations (like FMLA, ADA, etc.) • Improve HR policies, procedures, and workplace culture • Enhance hiring, training, performance management, and retention strategies <p>Personnel Qualifications: Resumes of key personnel proposed for the service, showing relevant experience, education, and certifications (if any).</p>
Tab 3	<p>Technical Approach and Work Plan: Detailed step-by-step plan to complete each major task in the Scope of Work. Tools, systems, and methodologies to ensure quality, efficiency, and compliance. Approach to maintaining effective communication and coordination with TGHA staff.</p>
No. 4	<ul style="list-style-type: none"> • Pricing Proposal. Fee structure (including hourly rates, fixed fees, and any reimbursable expenses) and overall value to or from the Authority. Explanation of assumptions and cost justification.
	<p>The cost of services is one of the factors that will be considered in awarding this contract. The information requested in this section is required to support the reasonableness of your fees.</p>
<p style="text-align: center;">Attachments</p>	
<div> <input type="checkbox"/> Profile of Firm <input type="checkbox"/> Experience form <input type="checkbox"/> Form HUD-2992: Certification Regarding Debarment and Suspension <input type="checkbox"/> Form HUD-5370-C1 - General Conditions Non-Construction Contracts <input type="checkbox"/> Form HUD – 5369-B – Instruction to Offeror for non-construction contract <input type="checkbox"/> Acknowledgement of Addendum <input type="checkbox"/> Non-Conclusive Affidavit <input type="checkbox"/> Form W-9 </div>	

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.

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.

SECTION 4: PROPOSAL EVALUATION AND AWARD

Selection Considerations

Proposals will be evaluated based on:

Criteria	Scores
1. Relevant experience with public housing authorities, nonprofits, or similar organizations.	20
2. HR consulting expertise and demonstrated ability to strengthen organizational compliance and workforce practices, including qualifications and certifications of key personnel.	25
3. Proposed methodology, timeline, and deliverables.	25
4. Fee structure (including hourly rates, fixed fees, and any reimbursable expenses) and overall value to or from the Authority.	30
Total scores	100

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

Award: The contract Award will be made to the proposer whose submission is determined to represent the best overall value for TGHA, based on an evaluation of price and other relevant factor as specified in this solicitation.

SECTION 5: CONTRACT PROCEDURE

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

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

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

Contract Term. The anticipated contract term for the services is six (6) months, with the possibility of extension.

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.

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

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

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

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

SECTION 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.

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 sixty (60) 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](#)

ATTACHMENTS

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

- Profile of Firm
- Experience form
- Form HUD-2992: Certification Regarding Debarment and Suspension
- Form HUD-5370-C1 - General Conditions Non-Construction Contracts
- Form HUD – 5369-B – Instruction to Offeror for non-construction contract
- Acknowledgement of Addenda
- Non-Collusive Affidavit
- W-9 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 American (Male) _____% ☐ Public-Held Corporation _____% ☐ Government Agency _____% ☐ Non-Profit 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-Owned* ☐African American ☐Native American ☐Hispanic American ☐Asian/Pacific American ☐Hasidic Jew ☐Asian/Indian American
_____ % _____ % _____ % _____ % _____ % _____ % _____ %

☐Woman-Owned (MBE) ☐Woman-Owned (Caucasian) ☐Disabled Veteran ☐Other (Specify):
_____ % _____ % _____ % _____ %

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 similar HR Services similar to TGHA.
(List no more than 10 organizations)**

Organization Name: _____

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

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

Private ____ Quasi-Governmental

Organization Description:

Contact Name: _____ **Address:** _____

City: _____ State: _____ Zip: _____

Email Address _____ **Phone Number:** _____

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

Type of General Maintenance Services Provided to Organization:



HOUSING AUTHORITY OF THE CITY OF GREENVILLE, SC
ACKNOWLEDGEMENT OF ADDENDA AND
RESPONSES TO WRITTEN QUESTIONS
REQUEST FOR PROPOSALS
RFP XXXXXX”

Offeror acknowledges having checked the TGHA website, at www.tgha.net, for all Addenda and responses to written questions through the end date of XXXXXX, 2025 at xxxx Eastern Standard Time. Noted addenda numbers are listed below with the date of receipt.

Addendum Number: _____ Date Received: ____

Addendum Number: _____ Date Received: ____

Addendum Number: _____ Date Received: ____

Addendum Number: _____ Date Received: ____

Addendum Number: _____ Date Received: ____

Addendum Number: _____ Date Received: ____

Firm Name

Signature

Printed or Typed Name

Date

NON-COLLUSIVE AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says:

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

– Greenville, SC 29607, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signatures of:

BIDDER, if the Bidder is an individual: _____

PARTNER, if the Bidder is a partnership: _____

OFFICER, if the Bidder is a corporation: _____

SUBSCRIBED AND SWORN TO BEFORE ME

This _____ day of _____, 20____

(Notary Public)

My Commission expires: _____

PRICE FORM

Fee structure (including hourly rates, fixed fees, and any reimbursable expenses) and overall value to or from the Authority.

Table 1 Fixed Fee

Deliverable	Description	Fixed fee	Notes/Assumptions
Total Fixed Fees			

Hourly /rate as needed services

Labor Category	Description of service	Hourly rate	Notes/Assumptions

Reimbursable Expenses

Expense Type	Description	Cost	Notes/Assumptions
Total reimbursables expenses			

All reimbursables expenses must be pre-approved in writing by TGHA/GDRC. The Consultant shall submit itemized receipts for all reimbursables expenses. Payment will be made only for approved expenses that are reasonable, necessary and directly related to the performance of service under this contract.

The TGHA will insert a not-to-exceed- (NTA) cap in the contract amount. All proposed fixed fees, hourly rates, and reimbursable expenses must be submitted within this cap. Any work would cause the total contract to exceed the cap must be received prior written approval from TGHA.

SERVICE AGREEMENT

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 AUTHORITY OF THE CITY
OF GREENVILLE, SC

Name:

Title:

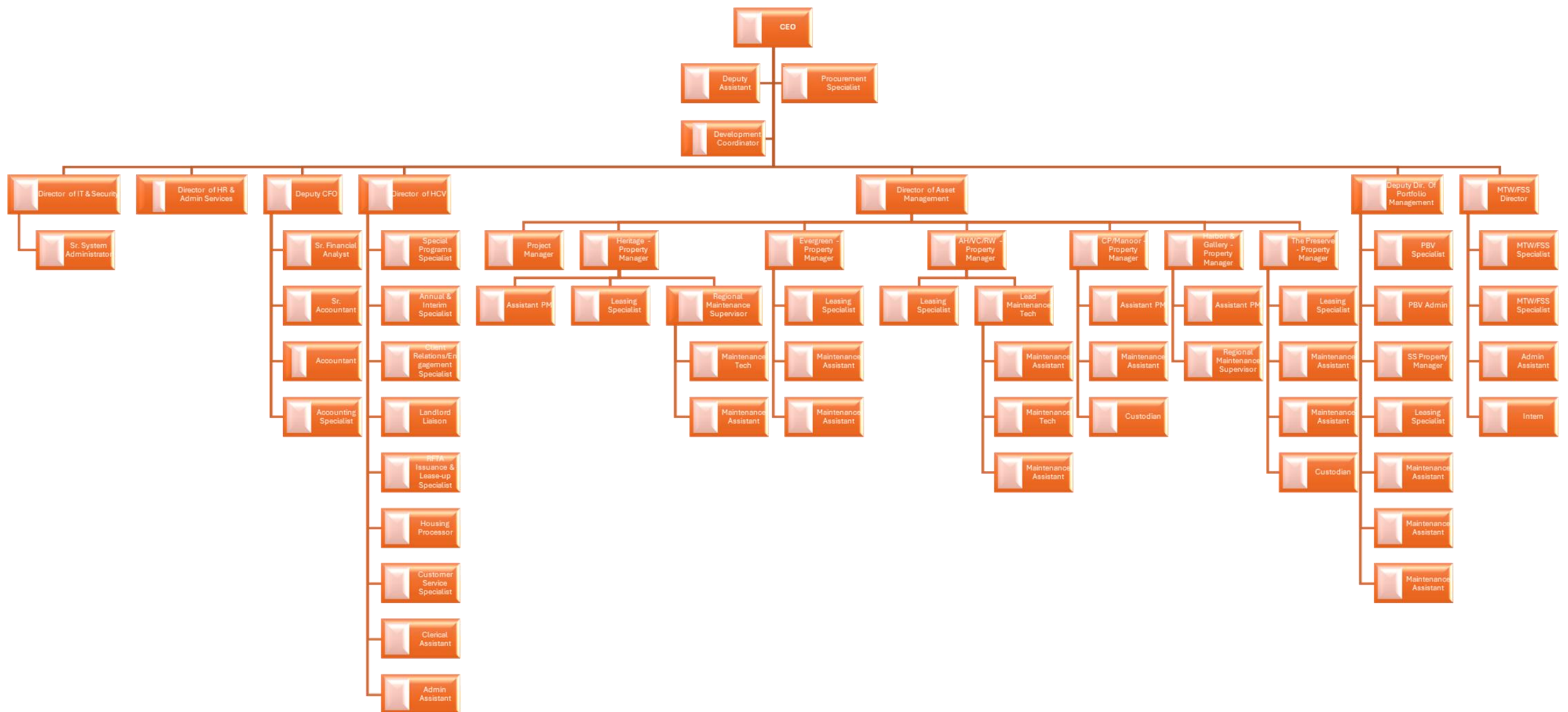
APPENDIX A

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



TGHA ORGANIZATION CHART