



REQUEST FOR PROPOSALS (RFP)

HOUSING INSPECTION SERVICE

RFP No. 07-2026-HIS

The Greenville Housing Authority,
122 Edinburgh Court, Greenville, SC, 29607

1st SOLICITATION
POSTED: March 26, 2026
DUE DATE: April 27, 2026, by 12:00 PM EST

TENTATIVE PROCUREMENT TIMELINE	DATE
Availability of RFP Package	March 26, 2026
Deadline for Submission of Questions	April 13, 2026, – 10 am EST
Proposal Due Date and Time	April 27, 2026, 12:00pm EST
Preliminary Evaluation Completed	May 18, 2026

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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.

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 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.

The Housing Authority of the City of Greenville, (SC) is seeking proposals from qualified and experienced contractors for the performance of as-needed inspections of its federally subsidized rental units in accordance with HUD-established inspection guidelines.

The RFP may be obtained from the Administrative Office of the Housing Authority of the City of Greenville, South Carolina located at 122 Edinburgh Court, Greenville, South Carolina 29607. The RFP will also be available on the TGHA website [Procurement | Greenville HA](#) and on Housing Agency Marketplace.

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

HOUSING INSPECTION SERVICES

INTRODUCTION

The Housing Authority of the City of Greenville, (SC) ("hereinafter referred to as TGHA Authority or the Housing Authority (HA) is seeking proposals for the performance of as-needed inspections of its federally subsidized rental units in accordance with HUD-established standard and TGHA program requirements .

Inspections shall be performed in accordance with the HUD inspection standard designated by TGHA for the applicable program at the time of inspection, including Housing Quality Standards (HQS) or for the Housing Choice Voucher (HCV) and Project-Based Voucher (PBV) programs, or under NSPIRE (National Standards for the Physical Inspection of Real Estate) standards where applicable, as implemented and required in accordance with TGHA's Board approved Administrative Plan during the contract term.

All inspection shall be conducted in accordance with HUD mandated inspection standards in effect at the time of performance, including HQS or NSPIRE and any subsequent standards issued by HUD.

TGHA requires that the selected Contractor be fully capable of conducting NSPIRE inspections, as NSPIRE is currently the HUD-required inspection standard for HCV and PBV programs. The Contractor shall comply with all current and future HUD inspections.

The selected Contractor will be responsible for completing all inspections in accordance with federal regulations and TGHA Administrative Plan (TGHA Board Approved January: 9, 2025 <https://tgha.net/wp-content/uploads/2025/01/Administrative-Plan-Jan-09-2025.pdf>).

Qualified candidates shall provide certified inspectors on staff who have the certifications, capacity, knowledge and experience to perform the scope of services required, as well as the demonstrated ability to use up-to-date technology including computers, specialized software, handhelds and digital cameras to facilitate production of records.

Inspectors must also be certified and trained in NSPIRE standards and HUD Lead-Based Paint Visual Assessment requirements.

TGHA's selection process under this Request for Proposals (RFP) may result in the award of a single contract that is the most advantageous to the Authority. Award, if made, will be based on the criteria set forth herein.

The initial term of the contract shall be two (2) years. TGHA may , at its sole discretion, extend the contract for up to three (3) additional one-year options periods, provided that satisfactory performance, funding availability and price reasonableness are determined prior to each extension.

PROJECT SCOPE

HOUSING CHOICE VOUCHER PROGRAM

Housing Quality Standards (HQS) are federal standards established by HUD to measure the minimum quality of housing acceptable in the Housing Choice Voucher Program. HQS standards applies to the

building and premises, as well as the dwelling unit and are used to inspect housing units at initial occupancy and during the term of the Housing Assistance Payments (HAP) contract. Newly leased units must pass inspection before effective date of the HAP contract. TGHA will inspect each unit under contract at least annually, although TGHA may transition to biennial inspection cycle during the initial contract. TGHA will also maintain a quality control inspection program, which will re-inspect a minimum of five percent (5%) of all inspections to ensure consistency and enforcement of HQS. Efforts will be always made to encourage owners to provide housing above HQS minimum standards; however, TGHA will not impose additional acceptability criteria that are likely to adversely restrict housing choice.

The Contractor shall fully cooperate with TGHA monitoring activities, quality control reviews and any corrective actions required as results of such reviews.

The Contractor shall perform inspections for the HCV Program in accordance with HQS or, where applicable, NSPIRE, as required by HUD, the TGHA Administrative Plan and TGHA requirements.

RAD PROJECT BASE VOUCHER HOUSING PROGRAM

The current inspection standard for the HCV and PBV programs is Housing Quality Standards (HQS), unless and until TGHA implements the National Standards for the Physical Inspection of Real Estate (NSPIRE) in accordance with HUD requirements and TGHA Administrative Plan. The Contractor shall perform all HCV and RAD PBV inspections in compliance with HUD-established inspection standards, including Housing Quality Standards (HQS) and where applicable NSPIRE, as required by HUD guidance applicable affective dates, the TGHA Administrative Plan and TGHA direction.

Initial inspections of RAD PBV and Standard PBV units must occur prior to execution of the HAP Contract. A Housing Authority may not enter into a HAP contract for any unit until the unit has been determined to comply with HUD inspection standards. It is the responsibility of the Authority to ensure that all inspections are performed as required.

The Contractor shall perform inspections for the RAD PBV Program in accordance with HQS or, where applicable, NSPIRE, as required by HUD, the TGHA Administrative Plan and TGHA requirements.

Ongoing Unit Inspections:

In addition to conducting the initial HQS/NSPIRE inspection described above and inspecting units at turnover, the HA administering the RAD PBV and Standard HAP contract must inspect a random sample of 20% of all units at least biennially during an assisted tenancy to ensure that such units remain in compliance with HQS/NSPIRE. The Authority may not make any payments under the RAD or Standard PBV HAP contract for a unit that fails to meet HQS/NSPIRE, unless the owner corrects all cited deficiencies within the time period required within PHA Administrative Plan. *(If the family is responsible for causing the cited deficiencies, then the HA may terminate assistance to the family.)*

Duties and Responsibilities of the Contractor

- Inspect properties for compliance with U.S. Department of Housing and Urban Development (HUD) Housing Quality Standards (HQS) or where applicable NSPIRE;

- Inspect properties for compliance with applicable local building codes and zoning ordinances;
- Notify residents and/or landlords of inspection dates no less than seventy-two (72) hours prior to an inspection;
- Assess damages, determine responsibility for corrective actions, and establish deadlines for completion of required work;
- Complete inspection reports and related documentation;
- Document efforts to bring properties into compliance and conduct follow-up inspections to ensure corrective work is completed;
- The Contractor may be required, upon request to provide factual clarification regarding inspection reports;
- Assure all inspections are scheduled, performed, and entered into applicable systems in a timely manner;
- Identify HQS and/or NSPIRE fail items, classify deficiencies according to severity, take appropriate action, and properly document findings in inspection reports;
- Educate landlords regarding HUD, Authority, and local regulations and requirements, and report and identify marginal units while working with landlords to achieve corrective action;
- Work cooperatively with Authority employees, housing applicants, residents, community partners, and the general public.
- Each unit shall be inspected under the HUD inspection standard designated by TGHA for the applicable program at the time of inspection. A second inspection under different standard shall not be required unless directed by TGHA.
- Inspection frequency and schedules are subject to HUD regulatory requirements and may be modified to remain in compliance with federal guidance.
- The Contractor must ensure that all inspections are performed in compliance with:
 - HUD HQS or NSPIRE standards, as applicable
 - HQS standards (as applicable during transition)
 - HUD Lead-Based Paint requirements
 - TGHA's Administrative Plan
 - PII - Personally Identifiable Information and data-security protocols

TYPES OF INSPECTIONS

The following types of inspections will be conducted for the Housing Choice Voucher Program and Project-Based Voucher (PBV) Programs, as required:

- **PBV (Standard or RAD PBV) Initial** – An inspection required and conducted prior to HAP Contract execution;
- **PBV (Standard or RAD PBV) Biennial** – HA shall select a random sample of 20% of all units for inspection during an assisted tenancy;
- **Annual Inspection**- An inspection conducted on a property at least annually, as required by HUD and program types;
- **Biennial Inspection**– an inspection conducted on a property at least biennially, as required by HUD and program types;
- **24-Hour Inspection** – An inspection regarding a life/safety hazard. May be combined with any type of Annual or Biennial inspection.
- **Re-inspection** - An inspection of a property which failed its initial, annual or biennial inspection;
- **24-Hour Re-Inspection** - An inspection on a property which had a failing item considered a life/safety hazard;
- **RFTA/Initial (Tenant-Based HCV)** - Inspection on a property which the tenant has selected and is requesting new unit approval;
- **Complaint Inspection**- Inspection at a property which has been requested by the resident or other involved party due to perceived problems with the property;
- **Abatement Cure Inspection** - Inspection on property where abatement has commenced but is still within the 30-day window prior to HAP Contract termination;
- **Re-instatement inspection** - Inspection in which the HAP contract was terminated but a determination has been made to reinstate the contract;
- **Quality Assurance (QA)** – Re-inspection by a supervisor of units previously inspected;
- **QA Re-inspection** - Re-inspection on a failed QA review;
- **Pre-Qualifying Inspections (MTW Flexibility)** – Under TGHA’s Moving to Work (MTW) authority, the only inspection-related flexibility currently in use is the option to conduct pre-qualifying unit inspections. Contractor must support and perform these inspections when required.
- TGHA is requesting that pricing be provided for inspection conducted in accordance with HUD-established HQS/NSPIRE inspections as applicable.

HCV Biennial Inspections: If a unit is found to have a life-threatening (LT) HQS /NSPIRE failure, the unit will be required to receive an annual inspection the following year. If no LT items are found the following year, the unit will be returned to biennial inspections. This does not apply to life-threatening HQS/NSPIRE failures caused by tenants. One or more substantiated complaints will also require the owner of that unit to participate in annual inspections for the units for the period of 24

months before being returned to biennial inspections. TGHA reserves the right to require annual inspections of any owner at any time.

If a unit is found to have a life-threatening HQS/NSPIRE failure and then goes to an annual inspection this will cause the Annual Inspection total to increase the next year.

PBV Biennial Inspections: TGHA will inspect on a biennial basis a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with housing quality standards.

TIMING OF INSPECTIONS

All inspection timelines are subject to HUD regulations, waivers and program guidance, which shall supersede local policy:

Type of Inspection	To Be Scheduled	To be Completed
Initial RAD PBV	Prior to HAP Contract Award	Prior to HAP Contract Award
RTA/Initial	Within 24 hours from completion of rent negotiations	Within 72 hours from schedule.
Annual	At least 90 days prior to previous annual inspection	60 days prior to last annual inspection
Biennial HCV	At least 90 days prior to previous biennial inspection	60 days prior to last biennial inspection.
Biennial RAD or Standard PBV 20% of Units	At least 90 days prior to previous biennial inspection	60 days prior to last biennial inspection.
Complaint	Within 24 hours from determination by TGHA of a valid request.	Within 48 hours from schedule
Life/Safety Re-inspection	At initial inspection	Within 24 hours of initial inspection

Annual Re-inspection	Upon notification by owner that the repairs have been completed no later than 75 days prior to the anniversary date.	Within 60 days prior to anniversary date
Other Re-inspection	24 hours from written notification by landlord that unit is ready for re-inspection	Within 10 days from schedule.
Pre-qualifying Inspection	At TGHA request	

These properties are inspected based on the anniversary date of the HAP contract for the property, not tenant lease dates. All units under a single HAP contract are inspected at the same time.

INSPECTION REQUIREMENTS

Housing Choice Voucher Program – The selected respondent will be required to utilize Yardi Voyager software system, or a compatible equivalent system approved by the PHA, that is compatible with the Authority’s platform and capable of producing HUD-required reports for the inspection process, including use with tablets or other handheld devices that interface with and upload inspection results to the Yardi Voyager or approved equivalent system. The Landlord Portal shall allow scheduled inspections and inspection results to be entered into the system on a daily basis for access by landlords through the portal.

TGHA will also utilize electronic document management in Yardi Voyager or an approved equivalent system; all documents generated in the inspection process must be capable of being integration/generated with/through Yardi Voyager or an approved equivalent system, so they can automatically attach to the participant and unit records.

Communication with participants shall be via standard mail; communication with landlords shall be done via e-mail notification advising new information is available in the landlord portal.

The contractor shall safeguard all Personally Identifiable Information (PII) and confidential data accessed or generated under this contract and shall promptly notify TGHA of any actual or suspected data breach in accordance with applicable federal, state and local requirements.

Schedule and conduct inspections including the following tasks:

- a. Prepare monthly inspection schedule based on list of required inspections provided by TGHA and enter scheduled dates of inspection into TGHA designated inspection management system Yardi Voyager, or equivalent approved system;
- b. Coordinate scheduling of RFTA initial inspections (tenant-based HCV), complaint or other special inspections with TGHA Inspection Specialist responsible for oversight of the inspection process.

- c. Perform inspections utilizing handheld or tablet device in accordance with all requirements of the TGHA Administrative Plan, federal Housing Quality Standards/NSPIRE and HUD Lead Based Paint requirements, where applicable and within the scope of visual inspection responsibilities including:
 - reconfirm number of bedrooms in each unit;
 - reconfirm utility type and payment responsibility;
 - take digital photos of extraordinary HQS/NSPIRE violations as needed;
 - upload inspection results into Yardi Voyager, or equivalent approved system, at the end of each day.

Relationship with TGHA

- a. The Contractor shall perform the services as an independent contractor and shall not act as an agent or representative of TGHA, and as a result must be knowledgeable of TGHA administrative policies, the Code of Federal Regulations, and SEMAP requirements as they pertain to the inspections inclusive of this RFP and subsequent contract.
- b. The Inspector(s) shall be responsible for explaining inspection findings and documented deficiency directly to TGHA and, as applicable the landlord/client and for answering questions regarding the inspection results and advising in general and non-binding manner, regarding the corrective actions that maybe necessary. The Contractor's role is limited to inspection, documentation, and reporting. All final determination, approvals and enforcement actions shall remain the sole responsibility of TGHA.
- c. While working with TGHA staff, landlords, and residents on behalf of TGHA, the Inspector(s) is expected to always present themselves in a professional manner. After the contract is awarded all personnel of the contractor must receive an identification badge from TGHA Director of Human Resources & Administrative Services.
- d. The Inspection Firm shall furnish all materials, equipment, and labor necessary to schedule and perform the work specified herein. All costs for copying, stationery, postage, facsimile, and any other incidental costs shall be borne by the Inspection Firm. TGHA will provide access, as necessary, to its designated inspection management system, including Yardi Voyager, or an equivalent approved system that meets TGHA functional requirements, as well as applicable specification and training required solely for purposes of data entry and reporting under this solicitation.
- e. The contractor shall be responsible for all insurance and taxes as required by law. No benefits are implied.

All records, reports and documentation generated under this contract shall be retained in accordance with 2 CFR 200 record retention requirements and made available to TGHA upon request.

TGHA, HUD and the HUD office of Inspector General shall have the right to audit, inspect and access all records, documents and systems related to services performed under this contract.

This procurement and any resulting contract are subject to 2 CFR Part 200, applicable HUD regulations, and the TGHA Procurement Policy.

EXHIBIT A – PROGRAM DATA (FOR INFORMATION ONLY)

Inspection volumes and unit data are estimated; provided for informational purposes only and do not constitute a guarantee of work.

TGHA also currently administers Project Based Vouchers in the following developments.

Property Name	Programs:		# of units in each	Total units
Arcadia Hills	PBV RAD - all	1 bedroom	5	48
Arcadia Hills	LIHTC - 4	2 bedroom	27	
Arcadia Hills		3 bedroom	15	
Arcadia Hills		4 bedroom	1	
Charleston Place	LIHTC 40 / RAD 20	1 bedroom	40	40
Clark Ridge	LIHTC 96	2 bedroom	72	96
Clark Ridge	PBV - 57	3 bedroom	24	
Evergreen Place		1 bedroom	28	168
Evergreen Place		2 bedroom	102	
Evergreen Place		3 bedroom	38	
Forestview	LIHTC 72	1 bedroom	10	72
Forestview	RAD PBV - 29	2 bedroom	42	
Forestview	PBV - 33	3 bedroom	20	
HG 1	LIHTC - all 123	1 bedroom	23	123
HG 2	PBV - all 123	2 bedroom	48	
HG 3		3 bedroom	32	
HG 4		4 bedroom	16	
HG 5		5 bedroom	4	
Manor 1-BR	LIHTC - all 55	1 bedroom	42	55
Manor 2 BR	PBV - all 55	2 bedroom	13	
Nicholtown Green	LIHTC all 96	2 bedroom	48	96
Nicholtown Green	PBV - 58	3 bedroom	48	
Preserve 70	LIHTC - all 193	1 bedroom	113	193
Preserve 80 (N/A)	PBV - 144 / VASH 49	1 bedroom	80	
Ridgeway	RAD PBV - 8	1 bedroom	8	8
Scattered Sites	Rad PBV - all 109	2 bedroom	4	109
Scattered Sites		3 bedroom	92	
Scattered Sites		4 bedroom	13	
Sliding Rock - 1 BR	LIHTC - all 60		42	60
Sliding Rock- 2 BR bldg	PBV - all 60		6	
Sliding Rock - 2 BR cottage			12	
Valley Creek	LIHTC - all 44	1 bedroom	12	44
Valley Creek	RAD PBV - all 44	2 bedroom	20	
Valley Creek		3 bedroom	12	

Based on last year's activity, approximately 3,659 inspections were conducted. This figure is provided for informational and planning purposes only. The Authority does not guarantee any minimum or maximum number of inspections under the resulting contract. Actual quantities may increase or decrease based on the program needs, funding availability, regulatory requirements and other operational factors.

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, located at 122 Edinburgh Court, Greenville, South Carolina 29607. The RFP will also be available on the TGHA website [Procurement | Greenville HA](#) and on Housing Agency Marketplace.

Proposals may be submitted by delivery to the TGHA Administrative Office at the address stated herein and through the Housing Agency Marketplace (HAM), in accordance with the submission instructions set forth in this RFP.

Offerors intending to submit a proposal through Housing Agency Marketplace (HAM) must be properly registered in the HAM system prior to submission. It is the sole responsibility of each Offeror to ensure that its registration is complete and active in sufficient time to submit its proposal by the deadline established in this RFP.

Link for vendors to register: [Housing Agency Marketplace](#)

All proposals must conform to requirements outlined herein. TGHA reserves the option to request additional information from selected candidates, for clarification purposes only. 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.

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 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.

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.

All inspectors selected through this RFP process shall be required to retain all pertinent records for a period of not less than three (3) years after final payment has been made and all pending matters closed.

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, if conducted, 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.

SUBMISSION PROCESS AND REQUIREMENTS

To be deemed responsive and eligible for consideration, Respondents shall submit proposal as specified under these Submission Requirements.

Proposal can be delivered in hard copy in a duly closed and identified package/parcel format or through the link in Housing Market Place, provided above.

Proposals must be received by TGHA on or before April 27, 2026, at 12:00 p.m. (EST) through one of the following submission options:

Option 1: Submit a closed, clearly identified envelope or package to the following address:

HOUSING AUTHORITY of the CITY of GREENVILLE, SC
Attention: Procurement Department
122 Edinburgh Court Greenville,
SC 29607

Respondents must provide one (1) ORIGINAL and three (3) additional bounded copies of complete proposal package.

To assure that the respondent's Proposal arrives at the proper place, on time, and to prevent opening by unauthorized individuals, the package's exterior shall be identified as provided below. The jump/flash drive must be enclosed in an envelope also identified on the outside, as follows:

NAME OF THE PROPOSER

RFP No. 07-2026-HIS - [HOUSING INSPECTION SERVICE]

Due Date: Tuesday, April 27, 2026, By 12:00 PM Eastern Standard Time

And the mention; " DO NOT OPEN BEFORE April 27, 2026, By 12:00 PM EST

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.

Option 2: Upload the proposal through the Housing Marketplace platform.

Offerors intending to submit a proposal through Housing Agency Marketplace (HAM) must be properly registered in the HAM system prior to submission. It is the sole responsibility of each Offeror to ensure that its registration is complete and active in sufficient time to submit its proposal by the deadline established in this RFP.

Link for vendors to register: [Housing Agency Marketplace](#)

Faxed or electronic submissions of the Proposal WILL NOT be accepted.

DEADLINE FOR WRITTEN QUESTION

Formal communication, such as requests for clarification and/or information concerning this solicitation shall be received by TGHA no later than **10 am EST on April 13, 2026**. Question must be submitted to via e-mail to Procurement email address Procurement@tgha.net

In order to maintain fair and impartial competitive process the TGHA will answer inquiries only in response to written question received within the specific time frame and at the appointed email address.

Responses to inquiries will only be provided in writing via issuance of Clarification to this RFP and posted on TGHA website and Housing Agency Marketplace.

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. Any changes to this Request for proposal document will be issued through an addendum. All addendums and responses to written questions will be published on TGHA website and Housing Agency Marketplace.

It is the Offeror's responsibility to frequently check TGHA website and Housing Agency Marketplace for addenda changes and written question responses during the open period of this RFP.

It should be noted that the dates listed are estimated and may change based on the needs of TGHA.

TENTATIVE PROCUREMENT TIMELINE	DATE
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Preliminary Evaluation Completed	May 18, 2026

Submissions shall be organized in sections, tabbed and numbered pursuant to each Evaluation Criteria TABS as stated below. The electronic file shall also include a divider page inserted at the beginning of each Evaluation Criteria that clearly labels and identifies the corresponding section of the submission.

The burden of proof to establish timely filing of a proposal by overnight delivery service shall be solely upon the entity or person submitting the proposal. It is the respondents' obligation to ensure the required submission arrives in a timely manner at the specified location. Any proposal which is not properly marked, addressed or delivered to the submission place, in the required form, by the required submission date and time will be ineligible for consideration.

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 required information may cause the proposal to be deemed "non-responsive".

TAB N#	Tabbed Proposal Submittal Description Your proposal must include
No. 1	Relevant Experience & Capacity
	Offerors shall submit: <ul style="list-style-type: none"> • Signed cover letter on company letterhead including name, title, phone number and email of primary contact; • Brief company profile, including years in business and a description of the firm service area and ability to provide services within TGHA jurisdiction; • Description of relevant inspection projects similar in scope and complexity required in this RFP, including work performed for federally assisted housing programs; • Summary of inspection type and standard performed(HCV, PBV, RAD PBV, HQS, NSPIRE or comparable) and volume of inspection completed; • Statement of staffing capacity and ability to meet TGHA's required expected inspection volume; • Completed Experience form as part of this tab
No. 2	Approach & Methodology, including Quality Control
	Offerors shall submit: <ul style="list-style-type: none"> • Narrative of proposed approach and ability to perform inspection on as needed/ call basis • Proposed timeline and responses time • Description of the scheduling and coordination process • Description of the software and Reporting tools • Quality Control plan • Description of procedures for special inspection and urgent conditions • Description of data security and confidentiality controls • Sample inspection report or sample electronic reporting output
No 3.	Experience and Qualification of Key Personnel
	Offerors shall submit: <ul style="list-style-type: none"> • Organization chart for contract staff • Résumés of key staff proposed with description of relevant inspection experience • List of certification, licenses and training of the proposed key staff

	<ul style="list-style-type: none"> • Staffing plan showing number and role of assigned staff • Description of backup staffing and ongoing training
No 4.	Past Performance
	<p>Offeror must submit:</p> <ul style="list-style-type: none"> • List of recent or current contracts for simitars services • At least five (5) client references including name, title, phone number and email and brief description of the service performed • Contract term and approximate volume of work • Any available performance evaluation or references letters <p>The Offeror shall provide complete and current references information for contracts submitted as relevant experience or past performance. TGHA may use the information provided to verify the Offerors' experience and performance history. Failure to provide sufficient or verifiable information may affect the score assigned under applicable evaluation.</p>
No. 5	Preference Documentation (optional)
	<p>If the proposer is claiming any applicable preference, the proposer shall include under this tab all required supporting documentation.</p> <ul style="list-style-type: none"> • Completed and signed Section 3 business preference certification form, with required supporting documentation, if claiming Section 3 preference • Section 3 compliance statement (if applicable). • Current MBE/WBE/DBE Certification(s), if applicable. • Brief description of proposed subcontracting, partnerships or participation commitments (if any)
No. 6	Pricing Proposal
	<p>Offerors shall provide a detailed Price Proposal including:</p> <ul style="list-style-type: none"> • Complete price schedule, • Separate unit prices for each required inspection type • Separate HQS and NSPIRE prices • Any assumptions or pricing notes <p>All prices must be submitted using the Price proposal format included in the solicitation exhibits. Failure to use required form may result in the proposal being considered non-responsive.</p>
No. 7	<p>Forms. Submit the following HUD Forms. These forms shall constitute a part of the RFP and any awarded contract: Non-collusion affidavit, Form Acknowledge of an addendum if any, Certificates of insurance Liability, Copy of current business license to operate in SC, W9, Certifications Complete Profile of Firm Form and Questionnaire A legally authorized representative of the Offeror must sign this letter and proposals.</p>

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

- Profile of Firm
- Questionnaire Form
- Form HUD-5369-B: Instructions to Offerors Non-Construction
- Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract
- Form HUD-5370-C - General Conditions Non-Construction Contracts
- Form HUD – 50071 – Certification of Payments to influence Federal Transactions

SECTION 4: PROPOSAL EVALUATION AND AWARD

Evaluation Process. TGHA’s will nominate a selection committee will initially screen the proposals, rate according to evaluation factors, set in this RFP.

Evaluation Factors. The following factors will be utilized by TGHA to evaluate each proposal received.

#	EVALUATION CRITERIA	POINTS
1	Relevant Experience & Capacity	15 Points
	<p>The Respondent must show at least three (3) years of relevant experience, providing HUD housing inspection services of similar scope and complexity.</p> <p>Evaluation will consider:</p> <ul style="list-style-type: none"> • Years of experience providing housing inspection services • Experience performing inspection for federally assisted housing programs • Types of inspections provided including HQS and/or NSPIRE inspection; • Past or current work with Public Housing Authorities or similar agencies of comparable size • Capacity to provide service within THGA’s jurisdiction and to meet TGHA expected inspection volume and workload requirements; 	
2	Approach & Methodology including Quality Control	30 Points
	<p>The Respondent must present a clear approach and methodology that meets TGHA requirements and HUD standards and support accurate, timely and compliant inspection</p> <p>Evaluation will consider:</p> <ul style="list-style-type: none"> • Proposed inspection approach and workflow • Ability to meet required response times and inspection deadlines; • Procedures for scheduling and coordinating with TGHA staff, owners/landlords, and participants • Inspection software, technology and electronic reporting capability • Quality control and quality assurance procedures to ensure consistency, accuracy and compliance • Sample inspection reports and a description of the proposer’s electronic reporting system, including its ability to support TGHA’s Yardi-based workflow or otherwise meet the TGHA’s electronic reporting requirements; • Procedures for handling special inspections, life/safety issues, and follow-up inspections • Data security and confidentiality practices related to inspection records; • Compliance with HUD requirement, including Fair Housing requirement 	
3	Experience and Qualification of Key Personnel	20 Points
	<p>The Respondent must demonstrate that key personnel assigned to the contract are qualified, trained and able to perform the required services.</p> <p>Evaluation will consider:</p> <ul style="list-style-type: none"> • Relevant qualification and certifications of the proposed inspectors and supervisors; • HQS certifications and any applicable NSPIRE training or credentials 	

	<ul style="list-style-type: none"> • Relevant inspection experience of assigned staff • Ongoing staff training and professional development • Staffing plan and ability to maintain adequate personnel throughout the contract term • Key personnel must be capable of performing inspections in compliance with HUD requirements and the TGHA Administrative Plan. 	
4	Past Performance	10 Points
	<p>The Respondent must demonstrate a record of satisfactory performance on contracts of similar scope and complexity. Evaluation will consider:</p> <ul style="list-style-type: none"> • Quality of services provided on prior or current contracts • Record of timely performance • Responsiveness to client needs • Accuracy and completeness of inspection reports • History of contract compliance and overall customer satisfaction 	
No. 5	Preference Evaluation Category	5 Points
	Preference points may be awarded where applicable, for Section 3 participation and/or certified MBE/WBE status, in accordance with 24 CFR Part 75, as per below *	
No. 6	Price	20 Points
	<p>The Offeror shall provide fixed per-unit pricing by inspection type and by inspection standard including HQS and NSPIRE as required in the price schedule</p> <p>Price will be evaluated based on the reasonableness and competitiveness in relation to the scope of work, comparison among proposals received.</p> <p>All prices must be submitted in the required Price proposal format included in the solicitation exhibits. Pricing submitted outside the required format may result in the proposal being considered non-responsive.</p>	
	TOTAL POINTS	100 Points
	Responsiveness /Mandatory Requirements – Pass/Fail	
	Offeror must demonstrate compliance with insurance requirements and submit all mandatory certification and forms required by the RFP.	Yes No

*** Preference Evaluation Category – 5 Points**

Section 3 Job Training, Employment and Contracting Opportunities & Minority- and Women-Owned Business Enterprises

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.

Section 3 Criteria

- Section 3 Resident (low-income person earning less than 80% of the area median income).
- Resident Employment and/or Training Opportunity
- Section 3 Business concern as defined under 24 CFR Part 75
- Contribution to TGHA Resident Services Section 3 Employment Education Fund

Minority-Owned Business Enterprise Criteria

- 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
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SELECTION

The evaluation committee appointed by TGHA Executive Management will evaluate and score each proposal in accordance with the evaluation factor and point stated in this RFP. Each committee member will complete an initial evaluation of each based solely on the information contained in the written proposal.

After the initial scoring of proposals, TGHA may establish a competitive range consisting of those proposals that have a reasonable chance of being selected for award considering both technical evaluation and proposed price

TGHA may request written clarification or conduct online interview with offerors in the competitive range for the limited purpose of clarifying information already contained in the proposal. Any such clarification or interview will not permit the submission of new information, material changes to the proposal, or revisions to price.

If TGHA determines that discussions or negotiations are necessary, they will be conducted with all offerors in the competitive range. Following any permitted clarification, discussion or interview, the

evaluation committed may complete final scoring in accordance with the evaluation criteria sated in the solicitation.

The recommended firm will be the responsive and responsible Offeror whose proposal is determined to provide the best value for TGHA, based on the combined technical evaluation and price in accordance with the RFP . TGHA Executive Management will review the evaluation results and make a recommendation for award to the Board of Commissioners for approval.

TGHA reserves the right to award a contract based on initial proposals received without discussion if TGHA determines that no purpose would be served by conducting such discussions.

SECTION 5: GENERAL CONDITIONS

5.1 CONFLICT OF INTEREST

- a. The respondent warrants that to the best of their knowledge and belief, and except as otherwise disclosed, Respondent has no organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:
 1. Respondent may have an unfair competitive advantage; or
 2. The objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall fully disclose such conflict of interest in the proposal submission.
- b. The respondent agrees that if, after award he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to TGHA that shall include a description of the action which the respondent has taken or intends to take to eliminate or neutralize the conflict. However; TGHA may at its sole discretion disqualify the respondent or if a contract has been entered into with the respondent, immediately terminate said contract.
- c. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to TGHA, respondent will then be disqualified.
- d. The provisions of Section 5.1 shall be included in all subcontracts or other agreements wherein the work to be performed is similar to the service provided by the respondent. The respondent shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest. No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners, shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise there from. This provision shall be construed to extend to any contract made with the successful respondent.
- e. No member, officer, or employee of TGHA, no member of the governing body of the locality in which the projects are situated, no member of the governing body in which TGHA 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 any contract or the proceeds thereof resulting from this solicitation.
- f. No member, officer or employee of the respondent selected to perform the services described herein shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing the proceeds of any such contract.

5.2 COST OF PROPOSAL

All costs incurred, directly or indirectly, in response to this proposal shall be the sole responsibility of and shall be borne by the respondent.

5.3 AWARD

A contract shall be awarded in accordance with the terms and conditions of this RFP.

TGHA reserves the right to reject any or all proposals, to waive minor informalities or irregularities in proposals received.

Commencement of services shall occur only upon execution of a duly authorized contract by TGHA and the selected firm and, if required by TGHA, issuance of a written Notice to Proceed. No shall begin, and TGHA shall have no obligation for payment, prior the effective date of the contract and any required Notice to Proceed.

TGHA reserves the right to terminate the contract for its convenience at any point with ten (10) days of written notice.

5.4 NOTIFICATION

After the contract award TGHA may make procurement information available in accordance with applicable law and TGHA policy. Unsuccessful Offeror(s) will be provided written notice of award. Proposal information shall remain confidential until after award to the extent required by applicable law..

5.5 FORM OF PURCHASE

The acceptance of the proposed firm's offer for the services specified herein shall be made through execution of a duly authorized contract prepared by TGHA. Respondents are cautioned to make no assumptions or accept any representations by any employee, member, officer or representative of TGHA concerning the award until a contract agreement is executed. Prior to contract execution the selected firm shall submit current Form W-9 to ap@tgha.net to enable TGHA Accounting to create required Vendor File.

5.6 GOVERNMENT RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful firm to immediately notify TGHA in writing specifying the regulation which requires alteration. TGHA reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to TGHA.

5.7 NONCONFORMANCE TO CONDITIONS/SPECIFICATIONS/SCOPE OF SERVICES

Services will be inspected for compliance with Scope of Services and TGHA requirements. Services not conforming to with Scope of Services and TGHA requirements will not be accepted. Services not provided in accordance with the Scope of Services and TGHA requirements may result in the firm being found in default. In the event of default all procurement costs may be charged against the firm.

5.8 ASSIGNMENT OR TRANSFER

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without prior written approval of TGHA. Claims for sums of money due, or to become due from TGHA pursuant to the contract may be assigned to a bank, trust company or other financial institution. TGHA is hereby expressly relieved and absolved of any and all liability in the event a purported

assignment or subcontracting of the contract is attempted in the absence of the firm obtaining TGHA prior written consent.

5.9 AVAILABILITY OF RECORDS

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), TGHA and any duly authorized representative of each, shall have full and free access to, and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices, papers and the like, of the vendor, or in the possession of the firm, which shall relate to, or concern the performance of the contract.

5.10 PATENTS – LICENSES AND ROYALTIES

The successful firm shall indemnify and save harmless TGHA, the employees and consultants, from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or not patented invention, process or article manufactured or used in the performance of the contract, including its use by TGHA. If the vendor uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials involved in the work. Further all residual right to Patents, Licenses and Royalties (e.g. software and license to sue same purchased) shall revert to TGHA at the end of the Agreement.

5.11 PERMITS AND LICENSES

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold TGHA harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

The successful firm shall visit the following link to acquire a Greenville City Business License <https://www.greenvillesc.gov/340/Business-Licenses> . All businesses conducting business within the City of Greenville are required to have a Business License. Businesses must be purchased each calendar year and are valid from January 1 to December 31.

5.12 TAXES

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold TGHA harmless in every respect against tax liability.

5.13 ADVERTISING

In submitting a proposal, the firm and consultants of the firm agree not to use the results as a part of any commercial advertising.

5.14 INSURANCE

- a. Insurance. The selected firm shall maintain at its expense during the term of the Contract the following insurance. TGHA shall be named as additional insured on all policies.
- b. Waiver. The selected firm shall not hold TGHA liable for any personal injury incurred by their respective employees, agents or consultants, contractors or subcontractors while working on these projects. The firm agrees to hold TGHA harmless from any such claim by its employees,

agents, consultants, contractors or subcontractors, unless a Court having jurisdiction finds there is gross negligence of an employee of TGHA while acting within the scope of their employment.

- c. Qualification. The insurance company covering the firm must be licensed to do business in the State of South Carolina and have a Best’s Guide rating of “A+” or higher.

TGHA MINIMUM INSURANCE COVERAGE LIMITS

TYPE OF COVERAGE	LIMITS OF LIABILITY
Worker’s Compensation – Statutory	Required over and above S.C. State requirements and regardless of the number of employees. <u>EXEMPT:</u> Sole Proprietorship and Limited Liability Companies.
Employer’s Liability	\$25,000 One Accident & Aggregate Disease
COMPREHENSIVE GENERAL LIABILITY:	
(A) Bodily Injury and Personal Injury	\$1,000,000 ea. person – Premise & Operations \$1,000,000 ea. person – Independent Contractors *\$1,000,000 ea. person – Products, including completed operations* \$1,000,000 ea. person – Contractual, to include Owner & Architect
	\$1,000,000 ea. Occurrence: \$1,000,000 ea. Aggregate: Products, including completed operations to include Owner & Architect
(B) Property Damage	\$ 1,000,000 ea. Occurrence: Premises & Operations \$ 1,000,000 ea. Occurrence: Independent Contractors \$ 1,000,000 ea. Occurrence: Products, including completed operations \$ 1,000,000 ea. Occurrence: Contractual, to include Owner & Architect \$1,000,000 Aggregate \$1,000,000 Aggregate: Operations; protective products; contractual, to include Owner & Architect
COMPREHENSIVE AUTOMOBILE LIABILITY (Includes owned, non-owned, hired)	
(A) Bodily Injury	\$250,000 ea. person \$500,000 ea. occurrence
(B) Property Damage	\$500,000 ea. occurrence

* Shall be carried for a minimum of one (1) year after completion of the Contract/Agreement.

** Coverage shall include owned, non-owned, hired vehicles.

NOTE: The following statements are required on the Certificate of Insurance:

- “The Greenville Housing Authority (TGHA) – 122 Edinburgh Court – Greenville, SC 29607” shall be named as an additional insured (in respect to a specific contract or, for any and all work performed with the TGHA may be included in this statement).
- “Should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail 30-days written notice to the Certificate Holder named.” Language such as, “endeavor to mail” and “failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative” is not acceptable and must be omitted.

5.15 PROOF OF INSURANCE

The successful firm shall furnish to TGHA a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force with TGHA for the duration of the contract and no less than one year thereafter. Current Certificate(s) of Insurance shall be provided to TGHA annually as policies are renewed.

5.16 STANDARDS OF CONDUCT

The successful firm shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. TGHA will provide TGHA photo identification badges to all Contractor's employees, which shall be worn at all times when working on site at any TGHA property.

5.17 REMOVAL OF EMPLOYEES

TGHA may request the successful firm to immediately remove from assignment to TGHA and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- (1) Neglect of Duty.
- (2) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- (3) Theft, vandalism, immoral conduct or any other criminal action.
- (4) Selling, consuming, possessing, or being under the influence of intoxicants, including
- (5) Alcohol or illegal substances while on assignment at TGHA.

5.18 SUPERVISION

The successful firm shall provide adequate and competent supervision at all times during the performance of the contract. To that effect, a qualified supervisor and one or more alternates shall be designated in writing to TGHA prior to contract start. The firm or its designated representative shall be readily available to meet with TGHA personnel on an As Need basis.

The successful firm shall provide the telephone numbers where its representative(s) can be reached.

5.19 PERFORMANCE EVALUATION MEETING

The selected firm shall be readily available to meet with representatives of TGHA weekly during the first month of the contract and as often as necessary thereafter. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

5.20 FEDERAL, STATE AND LOCAL REPORTING COMPLIANCE

The selected firm shall provide such financial and programmatic information as required by TGHA to comply with all Federal, State and Local law reporting requirements.

5.21 NONDISCRIMINATION

The selected firm agrees that it will abide by Federal, State and Local Laws, and City ordinances incorporated by reference herein.

5.22 SECTION 3 CLAUSE

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development. All proposals must also include a Compliance Plan to include submittal of reports applicable to Section 3 requirements.

5.23 PROJECT PERSONNEL

Except as formally approved by TGHA, the key personnel identified in the accepted proposal shall be the individuals who will actually complete the work, at the proposed levels of effort. Changes in staffing must be proposed in writing to TGHA and approved.

5.24 PAYMENT

Periodic payment requests for services rendered shall be submitted as negotiated and outlined in the contract document. Payment will be made per completed inspection that is:

- Properly scheduled
- Performed in accordance with HUD standards and TGHA requirements
- Submitted and accepted by TGHA.

The total contract value shall be based on inspection service performed on as needed basis, without any guarantee of minimum volume, and shall not exceed the not-to-exceed amount established by TGHA in the final contract.

5.25 NOTICES

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to TGHA shall be addressed as provided in the contract.

5.26 CANCELLATION

Irrespective of any default hereunder, TGHA may also at any time, at its discretion, cancel the contract in whole or in part. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

5.27 LAWS

The laws of the State of South Carolina and applicable federal law shall govern the contract.

SECTION 6: TGHA PROTEST PROCEDURE

To handle and resolve disputes relating to procurements by TGHA, the following procedures shall be followed:

RIGHT TO PROTEST	Any actual or prospective bidder, respondent, contractor or Subcontractor (“Protester”) who is aggrieved in connection with the solicitation, intended award or, award of contract may file a protest with TGHA “Contracting Officer”.
TIME FOR FILING PROTEST	Protest shall be filed with TGHA within ten (10) calendar days of date of GHA issuance of an invitation for bid or other solicitation document or within ten (10) calendar days of TGHA notice to Protester of its award or intended award of Contract or intended rejection of bid, whichever is applicable.
CONTENT OF PROTEST	Protest shall be in writing and shall set forth the grounds of the protest, and the relief requested with enough particularity to give notice of the issue to be decided.
AWARDING AGENCY NOTICE	Upon receiving a protest, the Contracting Officer shall cause disclosure of information regarding the protest to any agency (“Awarding Agency”) that awarded a grant directly funding in whole or in part for the Contract.
CONTRACTING OFFICER’S REVIEW	Contracting Officer shall review the protest and, at his/her discretion, take one or more of the following actions prior to rendering a decision: <ul style="list-style-type: none"> <input type="checkbox"/> Request a meeting with Protester or; <input type="checkbox"/> Request additional information from Protester or; <input type="checkbox"/> Conduct such investigation as he/she may deem appropriate under the circumstances.
CONTRACTING OFFICER’S DECISION	Within thirty (30) calendar days of receipt of protest, the Contracting Officer shall notify in writing the Protester and Awarding Agency of his/her decision.
END OF TGHA REVIEW	Contracting Officer’s decision as to Protester’s protest shall constitute the end of the TGHA Protest Procedure. If Protester objects to Contracting Officer’s decision, he/she may pursue remedies through the Courts or through Awarding Agency as well as other remedies as may be available by stature of regulation provided; however, pursuit of such remedies shall not delay award of Contract to another bidder, respondent, contractor or subcontractor.

EXHIBIT A
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 75, 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 CRF 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 as a 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 75 (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 75.
5. A Disabled Veterans Enterprise (DVE) is a sole proprietorship, partnership, or corporation owned, operated, controlled by a disabled veteran (as determined by the Veterans Administration) who have at least 51% ownership. The disabled veteran must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of women ownership. To qualify as an eligible DVE, the business must be certified and in good standing with the State of South Carolina.
6. A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the DOL in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.
7. Section 3 Residents are residents of housing programs managed, administered or sponsored by TGHA; an individual residing in the Greenville County Statistical Metropolitan Survey Area and, who is a low-income person, earning less than 80% of area median income; or a very low-income person, earning less than 50% of area median income.

Goals

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

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

Job Category	Total Estimated Positions Needed For Project	No. Positions Occupied by Permanent Employees	Number of Positions Not	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-skilled)				
Laborers (unskilled)				
Service Workers				
Other:				
Other:				
Other:				
Other:				
Other:				

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

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

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

RESIDENT EMPLOYMENT OPPORTUNITY DATA

(Complete and Return to TGHA with submittals)

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

ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 75. (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

first employment with the business:
List of all current full-time employees

List of

**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

Attached is the following documentation as evidence of status:

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

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

For business entity as applicable:

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

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

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

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

**EXHIBIT B HOUSING INSPECTION SERVICES RFP PRICE FORM
THE GREENVILLE HOUSING AUTHORITY**

The Offeror shall provide fixed per-unit pricing by inspection type and by inspection standard including HQS and NSPIRE.

HOUSING QUALITY STANDARD

PER UNIT COST					
INSPECTION TYPE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
RFTA/Initial					
Annual					
Biennial					
Complaint/Special					
Life/Safety Re-inspection					
Re-Inspection					
Abatement Cure					
Re-instatement					
Pre-qualifying Inspection (At TGHA request)					

NSPIRE

PER UNIT COST					
INSPECTION TYPE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
RFTA/Initial					
Annual					
Biennial					
Complaint/Special					
Life/Safety Re-inspection					
Re-Inspection					
Abatement Cure					
Re-instatement					
Pre-qualifying Inspection (At TGHA request)					

CERTIFICATION

By signing below, the Offeror certifies that all prices submitted are accurate, complete and inclusive of all costs required to perform the inspection services described in this solicitation.

SUBMITTED BY

Firm Name _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT C ATTACHMENTS

- 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

HUD forms Applicable to this Solicitation and any Resulting Contract

The following HUD-required forms are applicable to this solicitation and any resulting contract. These forms are incorporated herein by reference and are available for download from HUD website.

Offerors are responsible for reviewing all applicable forms. Forms required to be submitted with the proposal are identified below. All other forms will be required to be executed by successful Offeror at the time for contract award.

Form required with the proposal:

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

Form incorporated by reference (Executed at award)

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

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

Public-Held

Government

Non-Profit

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:

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 ___

Experience Form

Please complete a form for each organization that you have provided Housing Inspection Services in the minimum (3) years of similar scope and complexity (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 Housing Inspection Services Provided to Organization:

ACKNOWLEDGEMENT OF ADDENDA AND RESPONSES TO WRITTEN QUESTIONS

**REQUEST FOR PROPOSALS
Housing Inspection 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, 2026 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: _____

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, letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

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

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () 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 inducted 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.

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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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. 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.