



REQUEST FOR PROPOSAL (RFP) 2025-04  
Installation of Security Cameras and Maintenance

**Limestone Courts and Granard Courts**

This Request for Proposal aims to secure the services of a qualified contractor to install a video surveillance system, cameras, central monitoring and recording system, and required related equipment at our Limestone Courts and Granard Courts properties owned by the Housing Authority of the City of Gaffney, referred to as Gaffney Housing Authority (GHA), located in the City of Gaffney, South Carolina.

**SEALED PROPOSALS SUBMISSION ADDRESS:**

Housing Authority of the City of Gaffney  
Administrative Office  
P.O. Box 1477  
Gaffney, South Carolina 29340

**PROPOSAL DUE DATE AND TIME:** Monday, May 12, 2025, by 3:00 PM

Single copies of the RFP package may be obtained at no cost by:

1. Visit the GHA's website at [www.gaffneyha.org](http://www.gaffneyha.org)
2. Requesting via email to [ajones@gaffneyha.org](mailto:ajones@gaffneyha.org)

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## 1.0 General Conditions

### 1.1 Intent

It is the intent of this “Request” to secure the services of an experienced and qualified contractor to install a video surveillance system, cameras, a central monitoring and recording system, and required related equipment at the Limestone Courts and Granard Courts properties owned by GHA located in the City of Gaffney, South Carolina.

### 1.2 Deadline

Sealed proposals shall be submitted no later than Monday, May 12, 2025, at 3:00 PM to the Executive Director, P.O. Box 1477, Gaffney, South Carolina 29340.

### 1.3 No Pre-proposal Conference Call

### 1.4 Drug-Free Workplace

During the performance of this contract, the Contractor agrees to:

#### 1.5.1 Provide a drug-free workplace for the Contractor’s employees.

1.5.1.1 Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.

1.5.1.2 State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

1.5.1.3 Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000 so that the provisions will be binding upon each subcontractor or vendor. “Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution dispensation, procession or use of any controlled substance or marijuana during his performance of the contract.

### 1.5 Equal Opportunity Employment

During the performance of this contract, the Contractor agrees as follows:

1.6.1 Respondents agree that there will not be discrimination as to race, sex, religion, color, age, creed, or national origin regarding obligations, work, and services performed under the terms of any contract ensuing from this RFP. Respondents must agree to comply with Executive Order #11246 entitled "Equal Employment Opportunity" and as amended by Executive Order #11375, as supplemented by the Department of Labor Regulations (41 CFR Part 60). The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions for this nondiscrimination clause.

1.6.2 The Contractor shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.

#### 1.7 Proposal Binding Ninety (90) Days

Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days.

#### 1.8 Verification

Offerors will fully inform themselves as to conditions, requirements, and specifications before submitting their proposal. Failure to do so will be at the offerors' own risk, and they cannot secure relief or plea of error. Neither law nor regulations make allowance for the error of omission or concession on the part of the offeror.

#### 1.9 Permits

The Contractor shall, at his own expense, secure any business or professional licenses, permits, or fees required by the City of Gaffney or the State of South Carolina.

#### 1.10 Incurring Cost

All costs incurred in the preparation and submission of proposals will be borne by the offeror.

#### 1.11 Contract Period

The Contractor shall complete all of the work under this contract within one hundred eighty (180) calendar days upon issuance of the Notice to Proceed.

#### 1.12 Liquidated Damages

If the Contractor fails to complete the work within the time specified in the contract or any extension, the Contractor shall pay GHA the sum of one hundred dollars (\$100.00) for each day of delay.

#### 1.13 Bid Binding 60 Days

Unless otherwise specified, all formal proposals submitted shall be binding for sixty (60) calendar days following the opening of the RFP date.

#### 1.14 Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn in person by an authorized representative of the offeror or by written notice received at any time before the closing date and time specified.

#### 1.15 SCC Number

Contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the State as a domestic or foreign business entity if so, required by South Carolina or as otherwise required by law.

#### 1.16.1 GHA's Reservation of Rights

- a. The GHA reserves the right to reject any or all proposals, waive any informality in the RFP process, or terminate the RFP process at any time if deemed by the GHA to be in its best interest.
- b. The GHA reserves the right not to award a contract according to this RFP.
- c. The GHA reserves the right to terminate any contract awarded according to this RFP for convenience upon thirty (30) days' written notice.
- d. The GHA reserves the right to determine the days, hours, and locations that the successful respondent(s) shall provide the service called for in this RFP.

- e. The GHA reserves the right to retain all proposals submitted and not permit withdrawal for sixty (60) days after the deadline for receiving proposals without the written consent of the GHA Contracting Officer.
- f. The GHA reserves the right to negotiate the fees proposed by the respondent entity.
- g. The GHA reserves the right to reject or not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- h. The GHA shall have no obligation to compensate any respondent for any costs incurred in responding to this RFP.
- i. The determination of the criteria and process whereby proposals are evaluated and the decision as to who shall receive a contract award or whether or not an award shall be made as a result of this RFP shall be made as a result of this RFP shall be at the sole and absolute discretion of GHA, and its Board of Commissioners.
- j. The respondent agrees that he/she will inform the GHA Executive Director, Tiffany Askew, by writing within five (5) days of the discovery of any item listed herein or of any item that is issued thereafter by the GHA that she feels needs to be addressed. Failure to abide by this time frame shall relieve the GHA, but not the prospective respondent, of any responsibility about such an issue.

## 2.0 Scope of work

2.1 Contractor shall provide and install a video surveillance system, cameras, a central monitoring and recording system, and required related equipment at the following properties owned by GHA located in the City of Gaffney, South Carolina.

| Property         | Address   |
|------------------|---|
| Limestone Courts | 940 N. Limestone St.,<br>Gaffney, South Carolina 29340    |
| Granard Courts   | 524 W. Rutledge Courts,<br>Gaffney, South Carolina, 29341 |

- a. Provide training and demonstrations for the GHA staff as to the operation and use of the system. The training and demonstration should be on video, and a flash drive of the video shall be delivered to the GHA.
- b. The contractor shall provide cutting, patching, painting, and fire caulking as required to restore existing finishes and building components to their original or better conditions. .
- c. The contractor shall exercise due care to protect existing finishes and construction components. The Contractor shall be responsible for paying for and/or repairing all damages to existing building components resulting from this work.
- d. The warranty on the camera system, including parts and labor, shall be for a one (1) year period, which shall commence on the date of final acceptance.
- e. The successful contractor shall be properly licensed to perform the scope of services outlined in this RFP. The successful Contractor shall comply with all federal, state, and local laws that may in any way affect the delivery of contract services.

### 3.0 Specifications of the camera system

The security camera system of interest will have the following attributes:

The site plan maps of each property will illustrate the coverage and number of cameras being proposed for that site.

- a. Product description and brochures will be provided for the proposed security camera system, DVR, computers, and other related equipment being quoted.
- b. The proposed IP cameras must have the ability to zoom in and out without distortion of the image.
- c. The proposed IP camera must have a wide-angle lens.
- d. The proposed IP cameras must have the ability to be motion-activated.

- e. The proposed IP cameras must have a minimum high-definition (720/HD) quality.
- f. The proposed IP cameras must have low-light technology and capability.
- g. The proposed camera surveillance system at each site will provide the best camera suited for each site location, but it does not need to be the same type of camera in every location.
- h. Preference is for a camera system that is wireless and does not require an internet connection for each camera or building location that combines data from more than one camera. Other camera system configurations can be proposed. However, we are concerned with the costs of a system that requires an internet connection at each camera or building location to transmit data to a central collection point.
- i. Preference is for a camera system that can utilize the current system's power supply connections.
- j. All outdoor cameras should be vandal-proof and anti-vibration compliant as well as demonstrate protection against dust and other environmental elements.
- k. One camera at each site is designated to observe license plate numbers of cars entering and exiting the site. Expanded night capability could be necessary on cameras proposed for that usage.
- l. Each location camera data will be collected at a central video management system (VMS) point on site.
- m. The VMS system must have the capability and storage space to record, at a minimum, thirty (30) days of camera data for the number of cameras on that specific site. The manufacturer's specifications must accompany the proposal that confirms the amount of storage space is appropriate for the number of cameras.
- n. The VMS system must have the capability to view live videos and be able to review the historical video data for up to one (1) month. Additionally, is thirty (30) day backup storage available on the iCloud?

- o. The VMS system should be accessible from remote locations with proper security access. This would include remote computers as well as cell phones if available.
- p. All required cabling, connections, wiring, accessories, control equipment, and all hardware are to be identified, supplied, and installed.
- q. Preference will be given to RFP's that demonstrate a VMS system that is easy to use and very dependable.
- r. Current VMS has viewing monitors, and preference will be given to a new proposed VMS that can utilize existing monitors.
- s. All equipment will include all necessary power cords and cables that may be needed.
- t. The final proposed system as proposed and selected will be a complete product ready for immediate usage.
- u. The final proposed system should demonstrate the capacity for future expansion.
- v. Additionally, the proposal will include an IP Camera and VMS with the capability to record audio as well as live video feed for the property.
- w. The site will have total proposed costs itemized and provided separately.
- x. Equipment warranty and extended warranty information to be included.
- y. The contractor shall provide all supervision, materials, and equipment necessary to provide the services in this RFP.

The property aerial site plan is attached to this document.

#### 4.0 Response Time

The Contractor shall have the ability to respond to Emergency service calls with a four (4) hour on-site response time. Specifically, the contractor shall respond with a call back within two (2) hours and be on-site within two (2) additional hours.



Emergency service calls shall be defined as security failures that cannot wait for regular scheduling. Response time for emergencies shall not exceed five (5) hours total on Saturdays, Sundays, and holidays.

Non-emergency service calls shall be responded to within seventy-two (72) hours of the initial call. When responding to a non-emergency service call, the vendor shall provide an estimated time of completion for the requested work to the GHA.

#### 5.0 Insurance, etc.

The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained.

- a. Worker's Compensation Insurance covering all persons employed by the Contractor in the performance of the services required by this Agreement in amounts not less than that required by the State of South Carolina.
- b. Comprehensive General Liability and Contractual Liability Insurance covering liabilities for property damage and bodily injury, including death in the minimum amount of one million (\$1,000,000) dollars per occurrence. The comprehensive general liability insurance provide the following coverage:
  1. Comprehensive
  2. Premises – Operation
  3. Products/Completed Operations Hazard
  4. Contractual Insurance
  5. Underground Hazard
  6. Explosion and Collapse Hazard
  7. Independent Contractor and Subcontractor
  8. Broad Form Property Damage
  9. Personal Injury
  10. Builders Risk
- c. Automobile liability insurance minimum combined single limits of \$1,000,000 for any one person and subject to the same limit for each person, \$1,000,000 on account of any one accident. This insurance shall include bodily injury and property damage for the following vehicles:

1. Owned Vehicles
  2. Non-owned Vehicles
  3. Hired Vehicles
- d. Umbrella Policy: At the option of the contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverages herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.
- e. All policies shall name GHA as an additional insured. This coverage shall be reflected on the Certificates of Insurance, which will be provided to GHA. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Executive Director.

## 6.0 Indemnification

- a. Contractor agrees to indemnify, protect, defend, keep, save, and hold GHA, its officers, officials, employees, and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, nature, and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "claims" in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Contractor, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Contractor will be further required to investigate, handle, respond to, provide defense for, and defend all suits for any and all claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are considered groundless, false, or fraudulent.
- b. The GHA agrees to indemnify, defend and hold harmless Contractor and its officers, employees, and agents from and against any and all claims, demands, lawsuits, liabilities, losses, and expenses of whatsoever kind or nature (including costs of judgments, settlements, court costs, cost of litigation and

attorney's fees) arising out of or resulting from the negligent acts or omissions of GHA employees or agents or arising out of or resulting from any defective or dangerous condition on GHA premises.

## 7.0 Novation

The Contractor shall not assign or transfer, whether by as Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the GHA; provided, however, that assignments to banks, trust companies, or other financial institutions for the purpose of securing bond may be made without the consent of the GHA. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, and equipment.

## 8.0 Bid Preparation

- 8.1 Proposals must be written in ink or typewritten and shall be submitted on the forms issued. An unsigned proposal will not be accepted. No proposal may be considered if received after the time shown on the title page. Offerors are expected to examine all instructions and specifications. Failure to do so will be at the Offeror's risk. Erasures or other changes must be introduced by the person signing the proposal.
- 8.2 Proposals should include a description of the contractor's capacity to deliver and described services, such as experience, financial condition, personnel, equipment, etc.
- 8.3 All proposals must be submitted and time-stamped received in GHA's 125 Beltline Road, Gaffney, South Carolina, 29341 no later than the submittal deadline stated herein (or with any ensuing addendum). A total of one (1) original signature copy (marked 'Original') and three (3) exact copies of the proposal submittal shall be placed unfolded in a sealed package and addressed to:

Gaffney Housing Authority  
RFP: 2020-07  
Installation of Security Cameras and Maintenance  
Attention: Adrian Jones  
PO Box 1477 Gaffney, South Carolina 29342

8.4 The package exterior must have the respondent's name and return address. Proposals submitted after the published deadline will not be accepted. To be considered, proposals must be received no later than 3:00 p.m. local time on Monday, May 12, 2025, by mail. All submittals must be submitted in 8 1/2 X 11 format.

#### 8.5 Irregular Proposals

Proposals should be considered irregular for the following reasons:

- a. If a proposal is on a form other than that furnished by the GHA, if the form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal.
- d. If the proposal contains unbalanced unit prices.

#### 8.6 Proposed Fees

All proposals should include the cost of service per man/hour. This rate should reflect all costs to be incurred by the contractor including but not limited to, all personnel costs, services, equipment, materials, insurance, vehicle, training, licensing, contractor overhead, and profit necessary to perform the requirements and specifications described should be included in the calculation of the hourly rate for overtime or holidays. Contractors should factor these costs into their proposed annual hourly rate.

#### 8.7 References

Contractors should also provide at least three (3) references.

## 9.0 Evaluation Criteria

### 9.1 Proposed Costs

The proposed cost for each item is inclusive of all necessary costs to provide the proposed equipment and services, including but not limited to employee costs and benefits, clerical support, overhead, profit, supplies, materials, licensing, insurance, vehicle fuel, etc. Each fee proposed shall be fully “burdened” with profit and overhead costs.

### 9.2 Unit Prices

The proposed unit price for each item listed on the Unit Price Sheet shall be inclusive of all expenses incurred to perform the service under this RFP and any resulting contract. The Unit Price shall include but not be limited to Employee costs and benefits, clerical support, overhead, profit, supplies, equipment, licensing, insurance, bonding, vehicle fuel, etc. Unit prices will be utilized to deduct for any work not performed or materials not used.

| NO. | POINT VALUE | CRITERION DESCRIPTION   |
|-----|-------------|---|
| 1   | 15 points   | <b>SPECIALIZED EXPERIENCE:</b> Based upon the opinion of the evaluators, demonstrated ability to complete the scope of work, services, and requirements for an IP Security Camera and Video Management System proposal.   |
| 2   | 15 points   | <b>QUALITY OF PROPOSED SYSTEM:</b> Based upon the opinion of the evaluators, designs, and plans that demonstrate functionality, ease of operations, management, and support of the IP Security Camera and Video Management System that minimize maintenance and monitoring costs. |
| 3   | 10 points   | <b>QUALITY OF REFERENCES:</b> Based upon the GHA responses from contacting references given by responders.  |
| 4   | 10 points   | <b>COST CONTROL:</b> Based upon the opinion of the evaluators, the demonstrated cost-effectiveness of the proposed IP Security Camera and Video Management System.  |

|   |            |   |
|---|------------|---|
| 5 | 15 points  | <b>SYSTEM MAINTENANCE:</b> Based upon the opinion of the evaluators, the availability of support staff for installation, maintenance, repair, and service, as well as a description of the expected response time when services are needed. |
| 6 | 5 points   | <b>QUALITY OF PROPOSAL SUBMISSION:</b> Based upon the opinion of the evaluators, the overall responsiveness of the proposal to the requested services, and the quality and professional appearance of the proposal submitted                |
| 7 | 30 points  | <b>PRICING:</b> Based on the opinion of the evaluators, is the price offered justified when compared to the scope, size, and other needs of the proposed project services?  |
|   | 100 points |   |

GHA  
RFP 2025-04  
Installation of Security Cameras and Maintenance

The undersigned, as Offeror, hereby declares that he or he and his associates are the only person or persons interested in the proposal as principal or principals; that this proposal is made without connection with any other person, company or party making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Offeror further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined specifications for the work and contractual documents relative thereto, and has read all special provisions furnished prior to the proposal opening; that he has satisfied himself relative to the work to be performed, and materials and equipment to be furnished.

The Offeror proposes and agrees, if this proposal is accepted, to contract with the GHA in the form of the contract specified, to furnish all necessary materials, equipment, machines, tools apparatus, means of transportation, and labor necessary to perform in full and complete the requirements of the specifications and contract documents, to the full and entire satisfaction of the GHA, with the definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the lump sum price of

|                  |   |
|------------------|---|
| Limestone Courts | 940 N. Limestone St.<br>Gaffney, South Carolina 29340   |
| Granard Courts   | 524 W. Rutledge Courts<br>Gaffney, South Carolina 29341 |

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

(b) The HA may

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

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

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

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

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

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

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

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

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

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors Non-Construction Contract

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

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

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

## 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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Signature & Date:

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Typed or Printed Name:

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Title:

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# General Conditions for Non-Construction Contracts

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

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

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

proposal submitted before final payment of the contract.

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

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

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, 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:

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(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.



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

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

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

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

## **18. Dissemination or Disclosure of Information**

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

## **19. Contractor's Status**

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

## **20. Other Contractors**

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

## **21. Liens**

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## **22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)**

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

## **23. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

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

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

Request For Wage Determination And  
Response To Request  
(Davis Bacon Act as Amended and Related Statutes)

U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division



FOR DEPARTMENT  
OF LABOR USE

Response To Request

☐ Use area determination issued for  
this area

☐ The attached decision noted below  
is applicable to this project

Decision Number

Date of Decision

Expires

Supersedes Decision Number

Approved

Mail Your Request To:

U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division  
Branch of Construction Contract Wage Determinations  
Washington, D.C. 20210

Requesting Officer (Typed name and signature)

Department, Agency, or Bureau

Phone Number

Date of Request

Estimated Advertising Date

Estimated Bid Opening Date

Prior Decision Number (If any)

Estimated \$ Value of Contract  
☐ Under 1/2 Mil ☐ 1 to 5 Mil  
☐ 1/2 to 1 Mil ☐ Over 5 Mil

Type of Work  
☐ Bldg.  
☐ Resid.

☐ Highway  
☐ Heavy

Address to which wage determination should be mailed. (Print or type)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location of Project (City, County, State, Zip Code)

Description of Work (Be specific) (Print or type)

CHECK OR LIST CRAFTS NEEDED  
(Attach continuation sheet if needed)

Asbestos workers

Boilermakers

Bricklayers

Carpenters

Cement masons

Electricians

Glaziers

Ironworkers

Laborers (Specify classes)

Lathers

Marble & tile setters, terrazzo workers

Painters

Piledrivers

Plasterers

Plumbers

Roofers

Sheet metal workers

Soft floor layers

Steamfitters

Welders-rate for craft

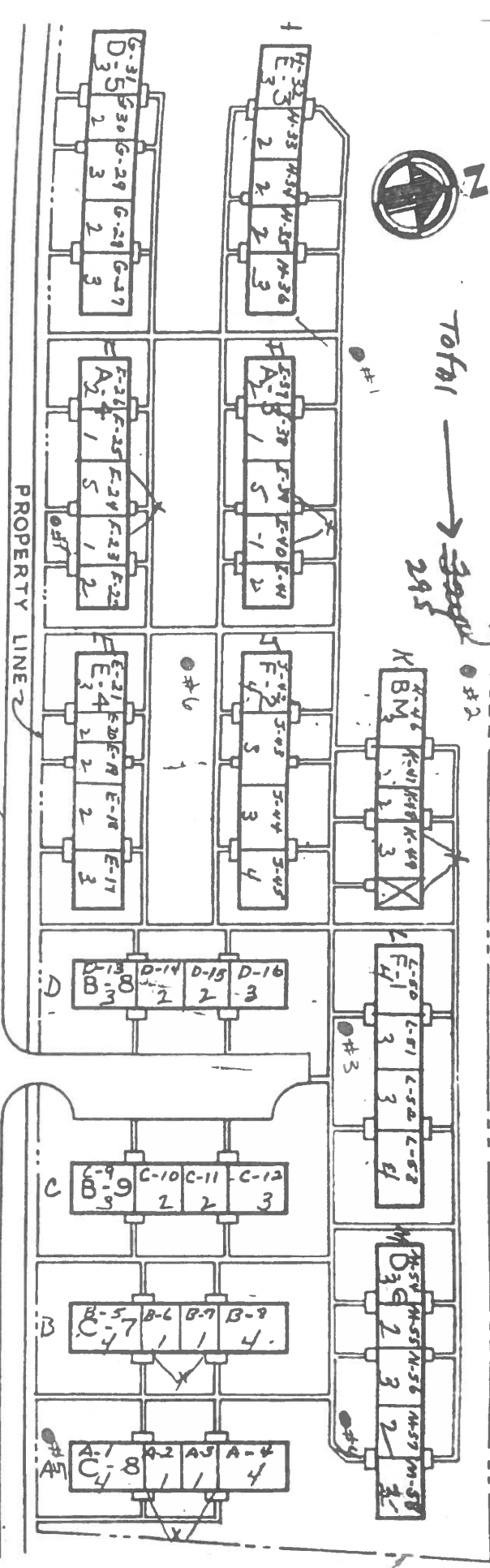
Truck drivers

Power equipment operators

(Specify types)

Other Crafts

Total Rooms. 366  
 Total Bathrooms. 150  
 Total Bathrooms. 18 = 39  
 13 Bridges.  
 11-2  
 7.4 unit Bldg  
 6.5 unit "



W. RUTLEDGE AVE.

| FOR CONSTRUCTION            |        |
|-----------------------------|--------|
| VED. IN PROGRESS            |        |
| N SOLID SAME COLOR FINISHED |        |
| TION & FOUNDATION           | BLACK  |
| & FLOORS                    | ORANGE |
| ORX PREVIOUS TO PLASTER     | GREEN  |
| ERING                       | BLUE   |
| ORX AFTER PLASTERING        | BROWN  |
| ED FOR LANDSCAPE WORK       | RED    |
| VE. IN PROGRESS             |        |
| EO SAME COLOR FINISHED      |        |
| ING TREES & SHRUBS          | YELLOW |
| WORK                        | PURPLE |

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PUBLIC HOUSING ADMINISTRATION  
 HOUSING & FINANCE AGENCY  
 GAFFNEY HOUSING AUTHORITY

SITE PLAN DIAGRAM  
 GAFFNEY HOUSING AUTHORITY  
 PROJECT NO. S.C. 17-2  
 GAFFNEY, SOUTH CAROLINA  
 DATE 1952

7 Apr. 2109. 2.858 1/4 ft.  
3,000 sq. ft.

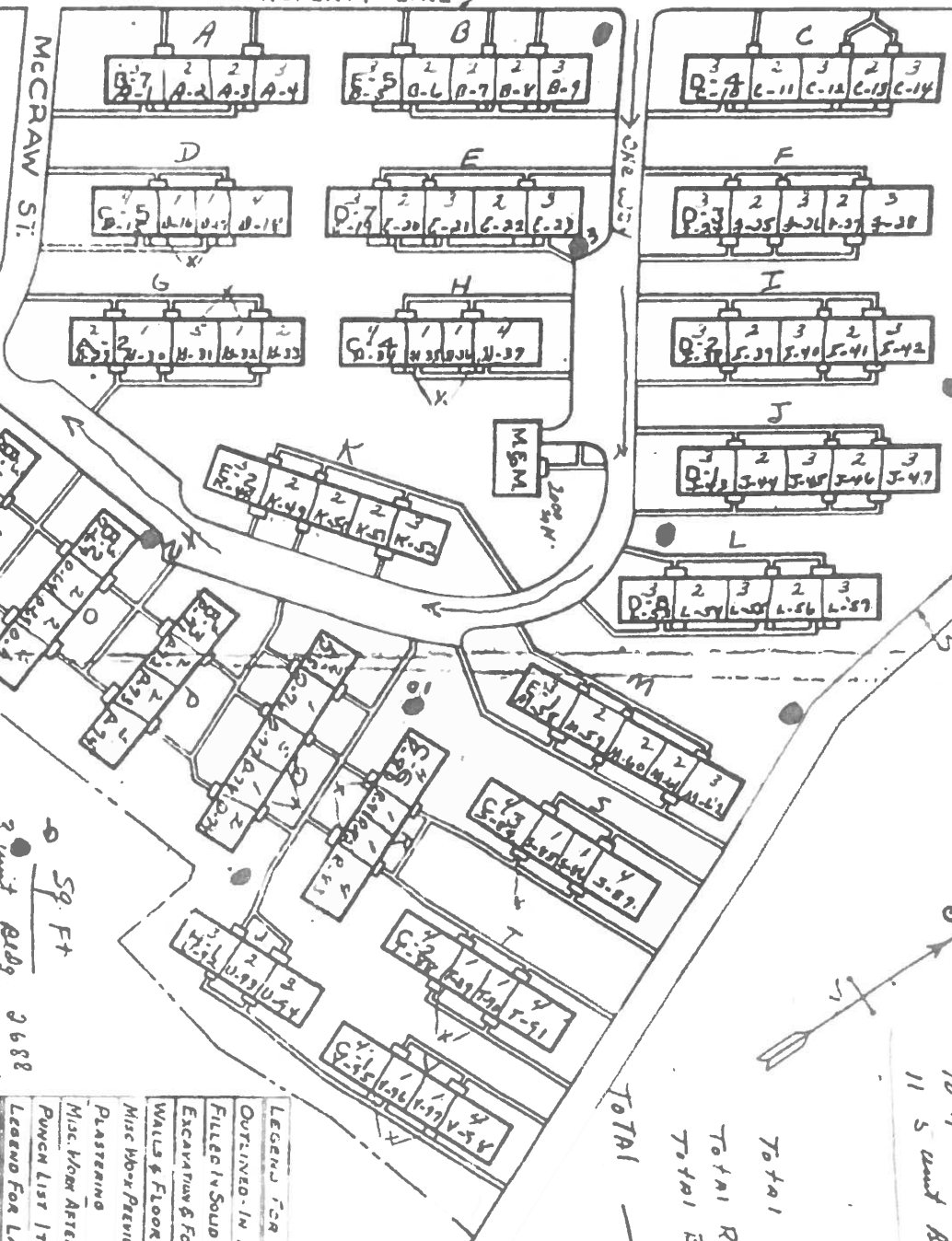
22 Bldg. 1 Conn. Bldg. = 223

1. 3 unit Bldg.  
10 4 unit Bldg.  
11 5 unit Bldg.

Total Bedrooms 244  
Total Rooms 440  
Total Bath 98 1/2  
TOTAL 489

PHIFER ST. 1+2  
N. LIMESTONE ST.  
PROPERTY LINE 7

SETTLEMAYER ST.  
PROPERTY LINE



(10 poles  
can be used

59 Ft  
3 unit Bldg 2688  
4 " 3,444  
5 " 4,210  
Corner 1900

| LEGEND FOR CONSTRUCTION             |        |  |  |
|-------------------------------------|--------|--|--|
| OUTLINED - IN PROGRESS              |        |  |  |
| FILLED IN SOLID SAME COLOR FINISHED |        |  |  |
| EXCAVATING & FOUNDATION             | Black  |  |  |
| WALLS & FLOORS                      | Orange |  |  |
| Misc Work Previous to Plaster       | Green  |  |  |
| Plastering                          | Blue   |  |  |
| Misc Work After Plaster No Brown    | Brown  |  |  |
| Punch List Items                    | Red    |  |  |
| Legend for Landscape Work           |        |  |  |
| Outline in Progress                 |        |  |  |
| Hatched Same Color Finishes         |        |  |  |
| Planting Trees & Shrubs             | Yellow |  |  |
| Lawn Work                           | and    |  |  |

PUBLIC HOUSING ADMINISTRATION  
HOUSING & FINANCE AGENCY  
GAFFNEY HOUSING AUTHORITY

SITE PLAN DIAGRAM  
GAFFNEY HOUSING AUTHORITY  
PROJECT NO. S.C. 17.1  
GAFFNEY, SOUTH CAROLINA  
DATE 1952