

INVITATION FOR BIDS (IFB) ON-CALL HVAC SERVICES IFB 2025-04



Serving

*The City of Newberry
and Newberry County, SC*

3589 Grant Ave.
Newberry, South Carolina 29108
www.newberryhousing.org

IFB Available: Thursday, November 13, 2025

Questions Deadline: 2:00 PM EST on Thursday, December 4, 2025

IFB Bid Deadline: 12:00 PM EST on **Thursday, December 11, 2025**

INVITATION FOR BIDS (IFB) No. 2025-04 ON-CALL HVAC SERVICES

Table of Contents

Section	Description	Page
	Introduction	3
	IFB Information at a Glance	3
1.0	NHA'S Reservation of Rights	4
2.0	Scope of Work/Technical Specifications-See attached Scope of Work (SOW)	5
2.1	General Conditions -	5
2.2	General Requirements	6
2.3	Regular Service Calls	6
2.4	Emergency/After Hour Service Calls	6
2.5	Project Coordinators	7
2.6	Work Schedule	7
2.7	Site Control	7
2.8	Contractor Employees	8
2.9	Warranty/Guarantee	8
2.10	Clean Up	8
2.11	Contract Provisions-Minimum Proposer Requirements	8
2.12	Contract Pricing	9
2.13	Method of and Procedure to Award (Task Order)	10
2.14	Possible Construction-related Work	11
3.0	Bid Format	12
3.1	Bid Submittal	12
3.2	Entry of Proposed Fees	14
3.3	Additional Information Pertaining to Pricing Items	14
3.4	Bid Submission	20
3.5	Bidder's Responsibilities - Contact with NHA	21
3.6	Bidder's Responsibilities - Equal Employment Opportunity	21
3.7	Pre-Bid Conference	23
3.8	Recap of Attachments	24
4.0	Bid Evaluation	26
4.1	Public Opening	26
4.2	Responsive Evaluation	26
4.3	Responsible Evaluation	26
4.4	Restrictions	26
5.0	Contract Award	27
5.1	Contract Award Procedure	27
5.2	Contract Conditions	27
5.3	Licensing and Insurance Requirements	28
5.4	Contract Service Standards	29
5.5	Prompt Return of Contract Documents	29

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INTRODUCTION

The Housing Authority of the City of Newberry and Newberry County, South Carolina (hereinafter, “NHA or Agency”) established in 1968, is a quasi-governmental corporation authorized by the State of South Carolina, Newberry County, to operate in the City of Newberry, South Carolina and primarily funded by the U.S. Department of Housing and Urban Development (HUD). NHA is governed by a seven-member Board of Commissioners (Board) authorized by laws of the State of South Carolina is responsible for the development of housing policy and the authorization of expenditures.

Currently, NHA owns and/or administers 2 individual Asset Management Projects (AMPs), comprised of 315 public housing units. In addition, NHA administers 239 Section 8/Housing Choice Vouchers and 40 Mainstream vouchers. NHA currently has approximately 14 full-time regular employees.

Your response to the Scope of Services and/or Technical Specifications must be complete, as it will become part of any contractual agreement. We appreciate the investment of time and resources firms are making by participating in this process. All submitted bids shall be evaluated for responsiveness to the requirements of the Invitation for Bids (“IFB”). Those responses not in accordance with the Invitation for Bids shall be deemed non-responsive and eliminated from further evaluation.

IFB INFORMATION AT A GLANCE

CONTACT NEWBERRY HOUSING AUTHORITY CONTACT	Jessica M. Holcomb Phone: (803) 768-8371 Email: jholcomb@newberryhousing.org
HOW TO OBTAIN THE IFB DOCUMENTS ON THE APPLICABLE INTERNET SITE	1. To Access and Download Documents no www https://ha.internationaleprocurement.com 2. Click on the “Login” or “Register your company button in the upper left side. Follow the listed directions. 3. If you have any problems in accessing or registering on the Housing Agency Marketplace, please call customer support at (866)526-9266.
PRE-SUBMISSION CONFERENCE	November 19th at 10:00 am Newberry Housing Authority 3589 Grant Ave. Newberry, SC 29108
QUESTION SUBMITTAL DEADLINE no later than seven (7) business days before bidding due date. Via internet system or email to	<i>All questions pertaining to this IFB must be submitted in writing. Oral communications are discouraged and neither NHA nor any Architect will be bound by any oral answers or interpretations of the IFB. Written question may be submitted via the internet system or via email.</i>
BID SUBMITTAL RETURN & DEADLINE	December 11, 2025, at 12:00 P.M. EST Sealed bids are due at the following location: Newberry Housing Authority 3589 Grant Ave. Newberry, SC 29108 Submittal package <u>must</u> have the following notation on the bottom left-hand corner “IFB for: On-call HVAC Services, December 11, 2025, at 12:00 p.m.-Enclose. <i>Documentation must be received in-hand time verifiable by the NHA no later than 12:00 p.m. EST on December 11, 2025.</i> ”

- 1.0 THE NHA'S RESERVATION OF RIGHTS.** The NHA reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the NHA to be in its best interests.
 - 1.2 Right to Not Award.** Not to award a contract pursuant to this IFB. Right to award by individual service, group of services, or as a total, whichever is deemed most advantageous to NHA.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days' written notice to the Contractors.
 - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this IFB.
 - 1.5 Right to Retain Bids.** Retain all Bids submitted and do not permit withdrawal for a period of 90 days subsequent to the deadline for receiving bids without the written consent of the NHA's Executive Director (ED), who serves as the Contracting Officer (CO).
 - 1.6 Right to Reject Any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services. Right to reject bids from debarred firms including those disqualified by HUD.
 - 1.7 No Obligation to Compensate.** The Agency has no obligation to compensate any bidder for any costs incurred in responding to this IFB.
 - 1.8 Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the Housing Agency Marketplace ha.economicengine.com Internet System (hereinafter, the "noted Internet System" or the "System") and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the NHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the NHA, but not the prospective proposer, of any responsibility pertaining to such issue.
 - 1.9 Right to Reject - Obtaining Competitive Solicitation Documents.** The ha.economicengine.com Internet-based software is the only official and appropriate venue to obtain the IFB documents (and any other information pertaining to this IFB such as addenda). Accordingly, by submitting a response to this IFB the respondent thereby affirms that he/she obtained all information on the noted software. Any other group such as an association or a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the noted Internet-based software to obtain the documents. The NHA will reject without consideration any response submitted from a firm that has not obtained the documents from the noted Internet-based software.

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. Newberry Housing Authority of the City of Newberry, SC (NHA or Agency) is seeking bids from qualified contractors to provide the following services:

2.1 General Conditions. Newberry Housing Authority (NHA) is soliciting interested qualified contractors to furnish, labor, materials, tools, and equipment to provide all phases of HVAC services on an as needed basis.

2.1.1 NHA plans to form a pool of agencies that NHA may draw from to contract for all phases of HVAC related work including but not limited to:

2.1.1.1 Evaporative coolers

2.1.1.2 Air conditioning units and systems

2.1.1.3 Electric and gas fired refrigeration systems

2.1.1.4 Heat pumps and gas fired furnaces and boilers; and

2.1.1.5 Any other HVAC related maintenance, repair, or installation work the Agency may order.

2.1.1.6 It shall be the responsibility of the Contractor to properly and compliantly address all requirements pertaining to refrigerant recovery in compliance with all local, state, and federal codes, statutes, laws, and regulations.

2.1.1.7 Work Standards. It is the responsibility of each Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including, but not limited to: Uniform Building Code (UBC); Uniform Mechanical Code (UMC); Uniform Mechanical Code (UMC); National Electric Code, 2014 (NEC).

2.1.2 NHA staff will contact the 1st ranked bidder and check for service availability within NHA's requirements. If there is no availability, then NHA **will proceed to the next-ranked company, and so forth** until NHA has located an available company.

2.2 General Requirements. These specifications cover the minimum requirements for NHA'S current need HVAC services.

2.2.1 Description of Work: The Contractor shall furnish all labor, equipment, tools, parts, materials, and supplies required to repair, replace, remove, and install existing and new HVAC systems, boilers, and heat pumps as required.

This includes the provision of all replacement parts and component systems required for existing HVAC systems in accordance with all original equipment manufacturer specifications. Also, this includes restoration of emergency HVAC needs for tenants and NHA personnel within 2 hours of initial call. The services shall additionally include, but not limited to:

2.2.2 HVAC SERVICES GENERAL REQUIREMENTS

- Expediting services
- Regular service call
- Emergency service calls

2.2.3 Repair, replacement, removal & installation services provided by the Contractor shall comply with and conform to all applicable Federal, State, and local regulations, laws & codes.

2.3 REGULAR SERVICE CALLS

2.3.1 Service requests made to Contractor prior to 12:30 P.M. shall be responded to within four (4) hours after the NHA notification to Contractor.

2.3.2 Work which exceeds two hundred fifty dollars (\$250), the Contractor shall furnish NHA a scope of work, bill of materials, fixed price, time required for completion, and request written authorization from the NHA.

2.4 EMERGENCY/AFTER HOURS SERVICE CALLS

2.4.1 Emergency service requests made to Contractor shall be responded to within two (2) hours after the NHA notification to Contractor. ***NHA reserves the right to reassign job if contractor fails to respond within the two-hour time frame.***

2.4.2 After-hours emergency repairs should be limited to those necessary to restore power or correct hazardous conditions. All other repairs are to be re-scheduled for normal business hours.

2.5 PROJECT COORDINATORS

- 2.5.1 The NHA project coordinator for each project is the Property Manager, who can be contacted via telephone number, which will be provided to the awarded contractor(s). Any work at the site shall be scheduled through NHA at least forty-eight (48) hours in advance of the work.
- 2.5.2 The contractor shall provide a central contact source for all calls after-hours. This contact source shall always be available, day or night for the duration of the term of the agreement.
- 2.5.3 The contractor shall establish a routine for communications with NHA to provide a prompt and timely response to any concerns or problems that may arise. ***If at any time HVAC service to the property must be disconnected or interrupted, Contractor must notify NHA property manager or his/her designee prior to disrupting service.***
- 2.5.4 When the contractor or its agents are on the site, they shall contact NHA at least daily to review scope of work or any special instructions or other pertinent items regarding the contract, and the contractor's performance.
- 2.5.5 Contractor shall keep the Authority's representatives informed of when repairs are scheduled to be completed and when service will be restored. **Interruptions to HVAC service should be kept to a minimum and should never exceed a 24-hour period.** Contractor shall coordinate with the Local Utility provider to ensure that when repairs are completed power is restored in a timely manner.

2.6 WORK SCHEDULE

- 2.6.1 The Contractor shall perform work when needed and requested, including day and night hours as well as weekends and holidays.
- 2.6.2 The Contractor shall be required to visit the potential job site and submit a written quotation prior to the authorization of work, at no additional charge to the NHA. The quotation shall be provided within" three (3) business days" of the original request and shall include a detailed summary in accordance with the contract rates. If the quotation is accepted and the work performed, the Contractor's invoice shall not exceed the quoted.

2.7 SITE CONTROL

- 2.7.1 Any areas being worked in shall be secured from public access, clearly marked, and barricaded, if necessary, provided by the contractor. At all times, work shall not interfere with ingress or egress of the building or normal operations by tenants, NHA employees or vehicles. All surrounding surfaces and vegetation shall be protected from contact with any materials used in this project.

2.7.2 The contractor is solely responsible for damage to surrounding surfaces, facilities, vegetation, vehicles, or persons caused by its materials, equipment, workers, or agents. The contractor shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of this project. No materials or equipment shall be left on the site when the contractor's workers are not present. The contractor is responsible for protecting the work from damage from any source prior to final acceptance.

2.8 CONTRACTORS EMPLOYEES

2.8.1 The contractor shall ensure that personnel are knowledgeable of all the requirements of these specifications. The contractor shall be responsible for instructing his employees in safety measures considered appropriate. OSHA safety requirements shall be complied with all activities under this award.

2.8.2 Contractor shall be responsible for the conduct and performance of the Contractor's employees. Contractor and Contractor's employees shall have badges or uniforms that visibly identify them as employees of Contractor at all time when on NHA properties.

2.8.3 Contractor's personnel shall be neat and conduct all work in a professional manner with minimal disturbance to the property's residents and the general public.

2.9 WARRANTY/GUARANTEE

2.9.1 All work provided by any Contractor pursuant to any contract that ensues from this IFB shall be warranted or guaranteed by that Contractor for a period of not less than 180 days.

2.9.2 All installed equipment is to be warranted through the manufacturer's normal written warranty.

2.10 CLEAN UP

2.10.1 At the completion of work, remove all materials, supplies, debris and rubbish and leave each area in a clean, acceptable condition. At no time, will Contractor discard debris into any of NHA trash receptacles.

2.10.2 All used equipment removed by the contractor is to be disposed of using approved methods. NHA shall retain salvage rights on any replaced equipment. However, if the replaced equipment is of no value to NHA, it will be the responsibility of the contractor to dispose of the equipment.

2.11 CONTRACT PROVISIONS- MINIMUM PROPOSER REQUIREMENTS

2.11.1 The Contractor shall be a full time, commercial HVAC contractor. Contractors not meeting this requirement **will not** be considered. **The NHA does not consider General Contractors as meeting this requirement.**

- 2.11.2 The Contractor shall possess and maintain a valid State of South Carolina contractor's License, Class B, or appropriate specialty contractor's license. A copy of the business license and contractor's license is required to be included in your quote. The business must have a proper business license from the city in which it resides. Upon an award of a contract a copy of the proposer's business license allowing that entity to provide such services within the City of Newberry, Newberry County.
- 2.11.3 The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. The Contractor shall observe and comply with all federal, state, county, and city laws, codes, ordinances, rules and regulations in accomplishing the work.
- 2.11.4 All materials and installation shall conform to the State and local codes, National Industry Codes, OSHA and this specification.
- 2.11.5 The Contractor shall provide evidence of his existence in the HVAC business for a minimum of three (3) years.

2.12 CONTRACT PRICING

- 2.12.1 Cost shall include all materials, equipment and labor for standard application. Contractor shall provide rates for: Regular Work Hourly Rates.
- 2.12.2 The following shall apply to all hourly rate pricing:
- 2.12.2.1 Regular time is defined as the NHA's normal business hours of, **7:30 a.m. to 6:00 p.m., Monday through Thursday.**
- 2.12.2.2 Overtime work shall be performed only upon the NHA's request by the Property Manager or their designee
- 2.12.2.3 Holiday work shall be performed only upon the NHA's request. Holidays that qualifies for Holiday rate billing is as follows:
- New Year's Day
 - Independence Day
 - Thanksgiving Day
 - Memorial Day
 - Labor Day
 - Christmas Day
- 2.12.2.4 All hourly rates quoted "must include" overhead, profit, travel and all administrative costs. ***Additional Trip charges, transit time, or time acquiring materials or supplies are not permitted under the contract agreement.***
- 2.12.2.5 The Contractor may be required to have the hours worked certified by NHA personnel at the job site.

2.12.2.6 At the completion of the job, the Contractor shall provide a clear and legible copy of the work order showing all work performed, the date, time of arrival and departure at the property, and all parts or supplies used. Work orders shall have a signature by the Contractors representative that work was performed. Contractor shall contact the Property Manager or Project Manager, or his/her designee, at completion of work and deliver the work order to the property manager or his/her designee for signature.

2.13 Method of and Procedure to Award (Task Order). The Agency will retain the right to contract with any of the bidders as a result of this IFB, which contracting shall occur in the following manner (this is sometimes called “forming a pool” of contractors that the Agency may draw from):

2.13.1 As detailed within the following Section 3.3 herein (most specifically, Section 3.3.2.2), if a pool of contractors is formed, each bidder will be ranked by the total calculated bid sum submitted in response to this IFB. Please also see IFB Attachment H, attached hereto.

2.13.2 When the Agency has need of work, the Agency staff assigned will contact the 1st-ranked Contractor to ascertain as to whether or not that Contractor is available to do the work within the reasonable time-frame the Agency has established for that work (typically, “reasonable” shall be met at the site within 1 workday and begin work within 1 workday thereafter). If the 1st-ranked Contractor is not available, the Agency will proceed to the next-ranked Contractor, and so forth, until the Agency has located an available Contractor. The Agency will use the form attached as IFB Attachment H, attached hereto, to record this information.

2.13.2.1 “Typical” Definition Pertaining to Emergencies. There may be instances when it is not reasonable to wait for the needed services to be completed, when service is required from a Contractor immediately, meaning a Contractor is needed to drive to the site quickly. In such cases the Agency reserves the right to (and probably will) suspend the one-day required response time defined within the immediate-preceding Section 2.2.8 and will seek a Contractor who within the previously described pool rotation who is immediately available.

2.13.3 Procedure to Award (Task Order). Once an available Contractor has been chosen (as detailed within the preceding Section 2.4 herein), the Contractor and the Agency representative will meet at the applicable unit or site, conduct the inspection, and mutually determine the extent of the required work and arrive at an agreed-upon cost, which shall be calculated based upon the unit costs listed within the appropriate appendix of the contract).

- 2.14 Possible Construction-related Work.** Though the Agency shall reserve the right to contract with the successful bidder(s) to provide what may eventually be determined to be construction-related work, most specifically for HVAC services (hence, the inclusion of a number of HUD forms are attached hereto that relate to construction-related services and additional clauses pertaining to Davis-Bacon), such task order awards for construction-related work will be atypical in that the Agency will typically use the successful bidder(s) for on-call work. Any such work determined to be construction-related will not be major in nature but typically will be for such things as the rehabilitation of a fire-damaged unit.
- 2.14.1 Bonds.** The purpose of this IFB is to typically award work with a value less than \$10,000 per task order (typically, perhaps much less). Therefore, we do not anticipate that payment and performance bonds will be typically necessary. However, in the rare case that such bonds are necessary for a task order, the Agency will negotiate with the Contractor a fair and reasonable cost to reimburse the Contractor for such, which cost will NOT include any profit and overhead for providing such bond(s), if required by the Agency.
- 2.15 Build America, Buy America (BABA) Act Requirements.** If applicable, by receipt of a contract award it shall be the responsibility of the successful bidder to agree, certify, and eventually show proof that the work and products provided and installed by the contractor are in full compliance with the requirements of the noted Act. More information can be obtained at the following link: <https://www.hud.gov/baba>.

INVITATION FOR BIDS (IFB) No. 2025-04 ON-CALL HVAC SERVICES

3.0 BID FORMAT.

3.1 Two-step Bidding Process. All bidders will initially submit the documentation/information detailed within the following listed **Step #1 of the Table below**. Then, the NHA anticipates that it will notify the apparent low bidder to submit, within 5 days after being notified to do so, the information detailed within the following detailed Step#2 within the same Table.

3.1.1 Bid Submittal. As may be further described herein, NHA intends to retain a Contractor pursuant to a “Low Bid” basis, also taking into consideration responsiveness and responsibility. Therefore, so that NHA can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the Table below. None of the proposed services may conflict with any requirement the NHA has published herein or has issued by addendum.

SUBMIT	
	Description
STEP #1	Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.
1	Form of Bid: This Form is attached hereto as Attachment A to this IFB document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
2	form HUD-5369-C <i>Certifications and Representations of Offerors</i> Non-Construction Contract. This Form is attached hereto as an Attachment to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted as a part of the bid submittal.
3	form HUD-5369-A <i>Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs</i> . This Form is attached hereto as an Attachment to this IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted as a part of the bid submittal.
4	Bid Compensation Form. Contractor’s proposed cost to NHA
STEP #2	Documentation/information to be submitted, within 5 days, ONLY by the apparent low bidder which directed to do so by NHA.
1	Licensing. A copy of the bidder’s business license allowing the contractor to provide such services within the City of Newberry, and/or the State of South Carolina.
2	Proposed Services. As more fully detailed within the Scope of Work/Technical Specifications of this document, and the Specifications, drawings (if applicable) each attached hereto, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing: ➤ A brief description of the proposed safety and quality assurance program
3	Profile of Firm Form: The Profile of Firm Form is attached hereto to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the step#2 bid submittal.
4	Managerial Capacity/Financial Viability: The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services. Identify additional staff within areas (5) and (6) of the <i>Profile of Firm Form</i> . Such information shall include the bidders qualifications to provide the services.

INVITATION FOR BIDS (IFB) No. 2025-04 ON-CALL HVAC SERVICES

5	Client Information: The bidder shall submit a listing of at least (3) former or current clients, including Public Housing Agencies, for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: ➤ The client's name; ➤ The client's contact name; ➤ The client's telephone number; ➤ A brief description and scope of the service(s) and the dates the services were provided.
6	Form HUD-92010 Equal Employment Opportunity
7	Form HUD-50071 Certification of Payments to Influence Federal Trade
8	E-Verify Form- The 1-page form must be fully completed, executed where provided thereon and will be a part of the contract.
9	Subcontractor/Joint Venture Information (Optional Item): The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Please remember that all information required from the bidder must also be included for any major subcontractors (10% or more) or from any joint venture.
10	Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to NHA (by email is preferred) the insurance certificates detailed with 5.31 through 5.3.5 herein. Note: The apparent successful bidder WILL NOT deliver these certificates - the insurance broker or carrier will do so.

INVITATION FOR BIDS (IFB) No. 2025-04 ON-CALL HVAC SERVICES

Entry of Proposed Fees.

- 3.2.1** The proposed fees shall be submitted by the bidder and received by NHA on the **Bid Compensation Form** provided only. A bidder must enter a **proposed fee** for each item (*failure to provide a bid fee may deem your bid to be unresponsive*) "No Bid" will not be allowed for any item, though a "No Charge" will be allowed for certain items.
- 3.2.2 Pricing Item(s).** The proposed fees (Pricing Items) shall be submitted by the bidder and received by the NHA. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful bidder will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically otherwise agreed to by the NHA; etc.

Pricing Item No.	Qty	U/M	Service Description	
HVAC Services				RATE FOR YEAR 1 & 2
1	120	Hours	HVAC Technician	\$_____ hourly
2	100	Hours	Laborer	\$_____ hourly
3	20	Each	Trip Charge*	\$_____ each
4		Each	Material Markup (percentage)	_____%

3.3 Additional Information Pertaining to the preceding noted Pricing Items.

- 3.3.1 Entry of the Fees.** Bidders are required to enter where provided within the Bid Compensation Form a reasonable and realistic cost for the required work listed within the Pricing Item Description with the immediate-table above.

- 3.3.1.1** Though the Agency anticipates that it might form a pool of companies, the Agency reserves the right to make award to one firm only and retains the right to, at any time during the ensuing contract period(s), complete award to more than one contractor if the Agency determines that such is in its best interest. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:

- 3.3.1.1.1** Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount. As may be further detailed herein, most specifically within the immediate-preceding Section 3.3.1.1 herein, if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive

and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$2,000; (b) NMCA: \$200,000 (each shall be annual amounts).

3.3.1.1.2 Exceptions Pertaining to the GCMA.

3.3.1.1.2.1 The noted GCMA (but not the entire Contract, only the restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of 3 requests from the Agency to be available for work during the contract period.

3.3.1.1.2.2 (PLEASE NOTE: This clause does not pertain to any firm that, as detailed within the immediate-preceding Section 3.3.1.1.2.1 herein, has had the GCMA declared null and void during the current contract period). If, during the final 3 months of the contract period, the Agency has not made a task order award to any Contractor(s) in the pool that would ensure that award(s) to the Contractor reaches the \$2,000 GCMA, the Agency shall retain the right to suspend the process detailed within Section 2.5 herein and complete an award directly to any such Contractor, thereby reaching the GCMA (once the GCMA has been met, this exception is no longer available during that contract period and the procedure set within the preceding Section 2.4 herein is again in affect).

3.3.2 Entry of Proposed Fees on the Bid Compensation Form.

3.3.2.1 Realistic Cost Proposed for each Pricing Item. Each bidder is strongly encouraged to enter where provided on the Bid Compensation Form a realistic cost for each and every Pricing Item, especially the hourly fees required. For example, if the successful bidder enters \$1.00 for an hourly Pricing Item (bidders typically do so in an effort to improve their position in regard to the ranking of bidders), then the \$1.00 is what the successful bidder will charge the Agency for any work that the Agency may retain the successful bidder to provide related to that Pricing Item if the Agency deems such retention is in the Agency's best interests to do so. Accordingly, it is the Agency's opinion that it is very much in the best interests of the bidder to propose a realistic cost for each and every Pricing Item. If, despite this warning, the successful bidder proposes a fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful bidder to, at contract execution, present a cash bond in a suitable amount (i.e., \$5,000.00, which the Agency will hold during the term of the ensuing contract period) to ensure that the successful bidder will fulfill his/her obligation in this matter.

3.3.2.2 No Negotiation of Proposed Fees after the Submittal Deadline. The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, bidders are strongly cautioned to submit a realistic price for each Pricing Item identified within the preceding Table herein that the bidder chooses to submit a proposed cost for.

3.3.2.3 Placement in the Pool. The Agency reserves the right to not place any bidder within the aforementioned pool that, in the opinion of the Agency, proposes a cost that is deemed by the Agency to be unreasonable. For example (the following named costs are examples only and not to be utilized as a "target" cost to be proposed), if it is the Agency's opinion that a reasonable fee for the work is \$80.00 per hour (sample only, NOT a recommended target!) and a bidder proposes a fee of \$150.00 an hour (or \$1.00 per hour), then the Agency reserves the right to make a determination that the costs proposed are not reasonable.

3.3.2.4 Trip Charge (Optional Pricing Item 4). The Contractor will not be typically paid for "windshield time" (i.e., travel time to get to the Agency work site and then return to the Contractor's home site); however, a bidder may choose to charge a trip charge to cover such "windshield time."

3.3.2.4.1 No Charge. Pertaining to this Pricing Item, if a bidder chooses to enter a "No Charge" for such a trip charge, such means that, if awarded the contract, the bidder WILL NOT ever, during the term of the contract, receive payment for this service, though the bidder will provide such service at the request of the Agency at any time and at any quantity during the contract period as may be ordered by the Agency.

- 3.3.2.5 Trip Charge for an Estimate.** In any case, a Trip Charge to give an estimate will only be paid by the Agency if the Agency does not retain the Contractor to do the work (which means that if the Agency retains the Contractor to do the work listed within the estimate, the potential of the Trip Charge becomes moot).
- 3.3.2.6 Round Trip.** The trip charge, if implemented, shall be round-trip allowing the Contractor to get his/her crew to and from the Agency site that the work is to be performed at.
- 3.3.3 Potential Price Escalation.** Pertaining to the ensuing contract, the successful bidder may receive an escalation in costs as detailed following:
- 3.3.3.1 Labor Costs.** At the discretion of the ED, at the end of the second one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of labor costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar State of **South Carolina** Prevailing Wage Rates for the **Newberry** area. For example, if at the end of the first contract period the listed prevailing wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the ED's discretion, be entitled to a 5% increase in the labor rates that he/she submitted in response to this IFB. Similarly, for ensuing years, the end date of the previous contract period shall be the base-line date to determine the previously listed wage rate.
- 3.3.3.1.1 Notification must be received from the Contractor.** The Contractor must notify the ED, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the ED.
- 3.3.3.1.2 Right to Reject.** As stated within this Section 3.3.3 herein, the Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the Contractor has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):
- 3.3.3.1.2.1 Step No. 1.** The Contractor submits his/her written request for an increase, accompanied by the required documentation, to the Agency ED within the required 60-day period (please see the preceding Section 3.3.3.1 herein); then,

3.3.3.1.2.2 Step No. 2. The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the Contractor as to whether the request is approved or is rejected; then,

3.3.3.1.2.3 Step No. 3. If rejected and the Contractor wishes to, as a result, cease providing the services to the Agency, the Contractor has 10 days from the receipt of the written notice of rejection to deliver to the Agency ED a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this notice was delivered to the Agency (the specific date 120-days hence shall be written within the notice); then,

3.3.3.1.2.4 Step No. 4. The Agency will then endeavor to ensure that it makes other arrangements to replace the Contractor (i.e., contract with another firm; do the services in-house; etc.); further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the original Contractor a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

3.3.4 HUD Maintenance Wage Rates Determination (MWRD). Please see Attachment, attached hereto. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), the Agency must ensure that Contractors do not pay its employees that perform such work for the Agency at a rate less than the rates listed on the HUD MWRD.

3.3.4.1 Therefore, by submitting a bid, each such bidder thereby agreeing to, and verifying that he/she will not pay his/her employees at rates less than detailed within the HUD Maintenance Wage Determination attached hereto. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the Contractor may not be required to submit certified payrolls; however, the Contractor must make its payroll records available to either the Agency or HUD on request, and failure on the part of the Contractor to comply with this requirement will be the sole responsibility

of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor's failure to comply.

3.3.4.1.1 To be clear, unless the Agency declares a job to be construction-related (see the immediate-following Section 3.3.4.2 herein), which will be atypical, the Contractor shall assume that all remaining work assigned by the Agency will be maintenance-related; accordingly, the MWRD will typically apply to the work ensuing from this IFB.

3.3.4.2 Davis-Bacon Prevailing Wage Rates. As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the Agency needs the successful bidder to provide services that require the successful bidder to pay Davis-Bacon for a specific task order pertaining to the ensuing contract, then to compensate the successful bidder for any amount that the applicable Davis-Bacon rates are greater than the portion of the applicable hourly fees listed within the Pricing Items identified within the preceding Table No. 4 herein that the Contractor actually pays to each such person performing the work, as verified by payroll records (or any similar hourly fee that is increased as a result of Section 3.3.3 herein), the Agency shall:

3.3.4.2.1 Ascertain the applicable portion of the hourly wage rate(s) that is actually paid to the Contractor's employee; then,

3.3.4.2.2 Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies; then,

3.3.4.2.3 Ascertain the difference between the two rates, which amount the Agency will pay to the successful bidder for that task order only to compensate the Contractor for the difference in pay between the rate the Contractor normally pays the employee and the rate the Contractor is required to pay the employee as the result of the Davis-Bacon law.

3.3.5 Overtime. Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The Agency shall consider regular time to be Monday-Thursday (excluding holidays), 7:30 AM - 6:00 PM. Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates herein for any work the Agency requires the successful bidder to work specifically during non-regular-time hours; however:

3.3.5.1 The Agency shall NOT be responsible to pay the successful bidder for any work that the successful bidder CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work "after hours" is due to the Contractor's lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a "non-normal" action by the

INVITATION FOR BIDS (IFB) No. 2025-04 ON-CALL HVAC SERVICES

Agency or an “Act of God” causes the Contractor to work “after hours” to solve the problem, then aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by the Agency.

3.3.5.2 Emergency and/or Holiday Pay for work pre-approved by the Agency in writing shall be paid at the rate of 2.5 of the listed hourly rates herein for any work the Agency requires the successful bidder to work on a Federal-approved or -sanctioned holiday.

3.3.6 Government-set Fees. In some cases, the City of Newberry or another locality may require a building permit to be “pulled” for an assigned job (i.e., replacement of HVAC Systems). The Contractor will be required to “pull” such permit, and the Agency will reimburse the Contractor the amount of the fee (but will not pay to the Contractor any profit or overhead fees for such).

3.3.7 Prior Agency Approval Required. Please note that the successful bidder shall NOT conduct any additional work without the prior written authorization of the Agency representative. Failure to abide by this directive shall release the Agency of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.

3.3.8 No Deposit/No Retainer. The Agency will NOT pay any deposit or retainer fees at any time as a result of award of the ensuing contract (though the Agency may consider, under certain circumstances, a reasonable and justified payment for mobilization). The Contractor will be required to submit a full back-up detail of all hours worked, listed by no more than the “15-minute” standard.

3.4 Bid Submission. A total of one (1) original signature hard copy bid submittal, shall be placed in a sealed package. Bid submittals shall have a cover and shall be placed unfolded in a sealed package. All bids must be submitted and time-stamped received in the designated NHA’s office by no later than the submittal deadline stated herein (or within any ensuing addendum) in a sealed package and addressed to:

Newberry Housing Authority
3589 Grant Ave.
Newberry, SC 29108

The package exterior must clearly denote the IFB number and must have the bidder’s name and return address. Bids received after the published deadline will not be accepted.

3.4.1 Submission Conditions. DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the NHA by the proposer, such may invalidate that bid. If, after accepting such a bid, the NHA decides that any such entry has not changed the intent of the bid that the NHA intended to receive, the

INVITATION FOR BIDS (IFB) No. 2025-04 ON-CALL HVAC SERVICES

NHA may accept the bid and the bid shall be considered by the NHA as if those additional marks, notations, or requirements were not entered on such.

- 3.4.2 Submission Responsibilities.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by NHA, including the IFB document, and the documents listed within the IFB, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of NHA requirements contained within the documents may cause that bidder to not be considered for award.
- 3.5 Bidder's Responsibilities – Contact with the NHA.** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Bidders must not make inquiry or communicate with any other NHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for NHA not consider a bid submittal received from any bidder who may has not abided by this directive.
- 3.5.1 Addendums.** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the NHA and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.
- 3.6 Bidder's Responsibilities – Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the NHA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.
- 3.6.1 Within 2 CFR § 200.317-200.326 it states:**
- 3.6.1.1** (a) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
 - 3.6.1.2** (b) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 - 3.6.1.3** (c) Affirmative steps shall include:

- 3.6.1.3.1 (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 3.6.1.3.2 (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3.6.1.3.3 (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- 3.6.1.3.4 (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 3.6.1.3.5 (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- 3.6.1.3.6 (vi) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

- 3.6.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.
- 3.6.2.2 Section 15.5.B, Goals. <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.6.3 Within our NHA Procurement Policy it states that our NHA will:

3.6.3.1 Assistance to Small and Other Business, Required Efforts:

- 3.6.3.1.1 Including such firms, when qualified, on solicitation mailing lists;
- 3.6.3.1.2 Encouraging their participation through direct solicitation of bid or bids whenever they are potential sources;
- 3.6.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- 3.6.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- 3.6.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development NHA of the Department of Commerce;
- 3.6.3.1.6 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.6.4 **Requirements.** Accordingly, please see document regarding Equal Employment Opportunity, which details the information pertaining to this issue that the proposer must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

3.7 **Pre-Bid Conference.** If a scheduled pre-bid meeting is identified on **Page 3** of this document is held, it is pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders in having a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference NHA will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the PO may require that some such questions be delivered in writing prior to a response. Whereas the purpose of this meeting is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, NHA **will not distribute** at this meeting any copies of the IFB documents.

INVITATION FOR BIDS (IFB) No. 2025-04 ON-CALL HVAC SERVICES

- 3.8 Recap of Attachments.** It is the responsibility of each bidder to review and include in the bid submittal, if applicable, any of the following attachments pertaining to this IFB, which are hereby referenced below and included as attachments in this IFB.

(1) IFB Section	(2) Document No.	(3) Attachment	(4) Attachment Description
3.8.1	1.0		This IFB Document
3.8.2	2.0	A	Form of Bid (Attachment A)
3.8.3	3.0	B	form HUD-5369-C, <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.8.3.1	3.1	B-1	form HUD-5369-A, <i>Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs</i>
3.8.4	4.0	C	Profile of Firm Form
3.8.5	5.0	D	Section 3 Explanation
3.8.6	6.0	E	form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.8.6.1	6.1	E-1	*form HUD-5369 (10/2002), <i>Instructions to Bidders for Contracts, Public and Indian Housing Programs</i>
3.8.7	7.0	F	<i>Agency Supplemental Instructions To Bidders & Contractors (SIPC)</i>
3.8.8	8.0	G	Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so)
3.8.8.1	8.1	G-1	form HUD-5370-C, <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
3.8.8.2	8.2	G-2	form HUD-5370-C, <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>
3.8.8.3	8.3	G-3	form HUD-5370, <i>General Conditions for Construction Contracts-Public Housing Programs</i>
3.8.8.3.1	8.3.1	G-3.1	<i>Supplemental Conditions to form HUD-5370 General Conditions for Construction Contracts-Public Housing Programs</i>
3.8.8.4	8.4	G-4	HUD-92554M, <i>Supplementary Conditions of the Contract for Construction</i>
3.8.8.5	8.5	G-5	form HUD-2554, <i>Supplementary Conditions of the Contract for Construction</i>

INVITATION FOR BIDS (IFB) No. 2025-04 ON-CALL HVAC SERVICES

3.8.8.6	8.6	G-6	Form HUD-4010, <i>Federal Labor Standards Provisions</i>
3.8.8.7	8.7	G-7	form HUD-92010, <i>Equal Employment Opportunity Certification</i>
3.8.8.8	8.8	G-8	form HUD 50071, <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
3.8.8.9	8.9	G-9	Standard Form LLL, <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
3.8.8.10	8.10	G-10	Form HUD 52158 (6/2025) <i>Maintenance Wage Rate Decision</i> (NOTE: Whereas our Agency has not yet received from HUD the current version of Form HUD 52158.) We will substitute the updated Form HUD 52158 until we receive the updated version from HUD.
3.8.8.11	8.11	G-11	Section 3 Policy Procedures Compliance
3.8.8.12	8.12	G-12	South Carolina E-Verify
3.8.8.13	8.13	G-13	Task Order Form
3.8.9	9.0	H	Justification of Contractor Availability form
3.8.10	10.0	I	Agency Profile of Properties

4.0 BID EVALUATION.

4.1 Public Opening: At the set date and time, all bids received will be opened and publicly read aloud by the Procurement Consultant, including the company name of the bidder and the total calculated costs proposed. At the bid opening the NHA will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the NHA will, at a later time, review all bids in detail and will notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 7(b) (3) of form HUD-5369-B. NHA reserves the right to, as determined by the NHA, “waive informalities and minor irregularities” in the offers received. Bids will be available for inspection by the public after the award has been completed.

4.1.1 Ties: In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

4.2 Responsive Evaluation. After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e., meets the minimum of the requirements). Firms not meeting the minima that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made).

4.3 Responsible Evaluation. The Agency will evaluate each bid submitted as to responsibility (e.g., a firm that is qualified, responsible, and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance, and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

4.3.1 Depending on the amount of the award, it is possible that the Agency may take such contract award to the NHA Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

4.4 Restrictions. Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

5.0 CONTRACT AWARD.

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

5.1.1 An Agreement to Abid. By completing, executing and submitting the Form of Bid, Attachment A, the bidder is thereby agreeing to “abide by all terms and conditions pertaining to this IFB as issued by the NHA, including an agreement to execute the attached “Sample Contract form.” Accordingly, the NHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the NHA has no power or authority to negotiate any clauses contained within any attached HUD documents.

5.1.2 Contract Period. The Agency anticipates that it will initially award a contract for the period of time that the Agency and the contractor agree upon (as an authorization to begin).

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

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

5.2.1.1 Mandatory HUD Forms. Please note that the NHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.

5.2.1.2 E-Verify Affidavit. The Contractor must certify compliance with South Carolina E-Verify requirements, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program throughout the contract period. This Form is attached hereto as an Attachment this IFB document. This 1-page Form will be fully completed and executed where provided thereon by the successful proposer and will be a part of the ensuing contract.

- 5.2.2 Assignment of Personnel.** The NHA shall retain the right to demand and receive a change in personnel assigned to the work if the NHA believes that such change is in the best interest of the NHA and the completion of the contracted work.
- 5.2.3 Unauthorized Sub-contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the NHA, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.
- 5.3 Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the *Contractor* will be required to provide:
- 5.3.1 Workers Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
- 5.3.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the NHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the NHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$5,000;
- 5.3.3 Professional Liability Insurance.** *(If applicable)* An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$5,000;
- 5.3.4 Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
- 5.3.5 City/County/State Business License.** If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Newberry, Newberry County, and the State of South Carolina.

- 5.3.6 Certificates/Profile of Firm Form.** Pertaining to the aforementioned insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the bid submittal—we will garner the necessary documents from the successful bidder prior to contract execution).
- 5.4 Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 5.5 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the NHA within 10 workdays of notification by the NHA.