
INVITATION FOR BIDS (IFB)

CLEANING SERVICES

IFB 2026-03

Spartanburg Housing



**The City of Spartanburg
and Spartanburg County, SC**

170 Arch Street
Spartanburg, South Carolina 29303
www.spartanburghousing.org



INVITATION FOR BIDS (IFB) No. 2026-03 CLEANING SERVICES

IFB Document

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INTRODUCTION

Spartanburg Housing (the “Agency”) was formed in 1938 to provide federally subsidized housing to low-income families in Spartanburg, SC. The Agency is governed by a seven-member Board of Commissioners, headed by a Chief Executive Officer, and operates under Title 24 of the Code of Federal Regulations and the Agency’s procurement policy. Spartanburg Housing’s office hours are Monday-Thursday 8:30 AM-5:00 PM and Friday 8:30 AM-12:00 PM.

Currently, the Agency owns and manages six multi-family complexes (750 units), administers 2,659 Housing Choice Vouchers, and employs approximately 57 staff.

The Agency is soliciting bids from qualified, experienced, licensed, and insured firms to provide cleaning and janitorial services for Spartanburg Housing in accordance with the Scope of Work and Technical Specifications detailed herein.

IFB INFORMATION AT A GLANCE

SPARTANBURG HOUSING CONTACT	Contact Person: Sebastian Klinkenberg, Procurement Coordinator Telephone: (864) 598-6123 E-Mail: sklinkenberg@spartanburghousing.org TTY: (800)750-0750 South Carolina
HOW TO OBTAIN THE IFB DOCUMENTS ON THE APPLICABLE INTERNET SITE	1. Access ha.internationaleprocurement.com (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions to freely sign up. If you have any problems in accessing or registering on the Marketplace, please call customer support at (866)526-9266.
PRE-SUBMISSION MEETING	Monday, October 12, 2026, at 02:00 p.m. EDT Spartanburg Housing 170 Arch Street Spartanburg, SC 29303
QUESTION SUBMITTAL DEADLINE	Monday, October 19, 2026, at 02:00 p.m. EDT <i>All questions pertaining to this IFB must be submitted in writing. Oral communications are discouraged, and the Agency will not be bound by any oral answers or interpretations of the IFB. Written questions may be submitted via the internet system or via email (sklinkenberg@spartanburghousing.org).</i>
BID SUBMITTAL RETURN & DEADLINE	Sealed bids are due at the following location: ATTN: Sebastian Klinkenberg, Procurement Coordinator Spartanburg Housing 170 Arch Street Spartanburg, SC 29303 Submittal package <u>must</u> have the following notation on the bottom left-hand corner “IFB - Cleaning Services — Due Monday, November 2 nd , 2026, 02:00 p.m. EDT” <i>Documentation must be received <u>time verifiable</u> by the Agency no later than 02:00 p.m. EDT on this date.</i>

- 1.0 SPARTANBURG HOUSING'S RESERVATION OF RIGHTS.** Spartanburg Housing 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 Spartanburg Housing 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 the Agency.
 - 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 bidder(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 60 days subsequent to the deadline for receiving bids without the written consent of Spartanburg Housing's CEO, 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.
 - 1.7 No Obligation to Compensate.** Have 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.internationaleprocurement.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 Spartanburg Housing that he/she feels needs to be addressed. Failure to abide by this period shall relieve Spartanburg Housing, but not the prospective bidder, of any responsibility pertaining to such issue.
 - 1.9 Right to Reject - Obtaining Competitive Solicitation Documents.** The ha.internationaleprocurement.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. Spartanburg Housing will reject without consideration any response submitted from a firm that has not obtained the documents from the noted Internet-based software or Spartanburg Housing.

2.0 Scope of Work.

Spartanburg Housing ("Agency") requires professional cleaning services for its Main Administrative Office located at 170 Arch Street, Spartanburg, South Carolina 29303 (approximately 12,252 square feet). The intent of this Scope of Work is to establish clear, measurable expectations for contractor performance, ensure a sanitary and professional environment, and provide consistent daily service delivery within the Agency's approved annual budget.

2.1 Contract Term. Spartanburg Housing intends to award a one-year contract, with the option to extend for up to four [4] additional one-year periods, at the Agency's sole discretion and subject to satisfactory performance.

2.2 Responsibilities.

- 2.2.1 The Agency will provide trash can liners, restroom toiletries and paper products, hand soap, hand sanitizer, and dispensers.
- 2.2.2 The Contractor will provide all cleaning equipment, chemicals, supplies, and labor necessary to perform the services described herein, unless otherwise stated.
- 2.2.3 The Contractor shall designate a primary supervisor and shall promptly notify the Agency of any change in supervisory personnel or primary points of contact. Contractor staff shall comply with the Agency's standard visitor sign-in and identification requirements for an occupied administrative office.
- 2.2.4 The Contractor shall make Safety Data Sheets (SDS) for cleaning products used under this Contract available to the Agency upon request.

2.3 Cleaning Services by Frequency (Base Contract).

2.3.1 Daily Services (performed each business day)

- 2.3.1.1 Empty all trash receptacles, replace liners, and clean receptacles as needed.
- 2.3.1.2 Sweep all hard-surface floors, respond to spills or soiling reported during the business day, and mop when appropriate.
- 2.3.1.3 Vacuum entrance mats and other high-traffic carpeted areas each business day. The Agency's conference rooms (one upstairs and one downstairs) shall be maintained in a clean, professional, and presentation-ready condition during normal business operations. Vacuum all remaining carpeted areas, mats, and rugs at least once weekly and more frequently as needed to maintain a clean and professional appearance.
- 2.3.1.4 Wipe and disinfect all high-touch surfaces (e.g., door handles, tables, desks, counters, switches).
- 2.3.1.5 Clean and disinfect restrooms: toilets, urinals, sinks, counters, dispensers, fixtures, mirrors, and partitions.
- 2.3.1.6 Refill all restroom dispensers (toilet tissue, paper towels, soap, sanitizer).
- 2.3.1.7 Clean lobby/reception areas including glass entry doors and guest sign-in stations.
- 2.3.1.8 Clean break room counters, sinks, and coffee stations; disinfect appliance exteriors.

2.3.2 Weekly Services.

- 2.3.2.1 Dust accessible horizontal surfaces, baseboards, and windowsills.

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- 2.3.2.2 Wipe down and dust office furniture and workstation partitions; disinfect shared-use surfaces (e.g., shared desks, conference tables).
- 2.3.2.3 Disinfect exterior surfaces of vending machines, copiers, and shared equipment.
- 2.3.2.4 Mop all hard-surface flooring using a cleaning agent appropriate to the floor surface and manufacturer specifications, leaving floors clean, residue-free, and undamaged.
- 2.3.2.5 Clean and disinfect mail cubicles and recycle bins.

2.3.3 Monthly Services.

- 2.3.3.1 High dusting, including vents, light fixtures, corners, and edges.
- 2.3.3.2 Clean interior and exterior of refrigerator(s).
- 2.3.3.3 Clean filing cabinets, storage cabinets, and shelving (accessible surfaces).
- 2.3.3.4 Spot clean interior glass and partitions.
- 2.3.3.5 Thorough (detail-level) cleaning of baseboards, blinds, and windowsills, distinct from the lighter weekly dusting of the same surfaces under § 2.3.2.1.

2.3.4 Semiannual Services.

- 2.3.4.1 Thorough cleaning of interior glass and glass partition walls in offices and conference rooms.

2.3.5 As-Needed Services (Base Contract).

- 2.3.5.1 The Contractor shall respond to reasonable Agency requests for incidental cleaning needs arising between scheduled services at no additional charge, where such requests fall within the routine scope described above.

2.4 Optional / Separately Priced Services.

The following services are not included in the base contract price. The Contractor shall propose pricing for each on the Bid Cost Form; the Agency may authorize any or none of these services during the contract term by written task order.

- 2.4.1 Carpet extraction/steam cleaning — annual, or upon Agency request; priced per square foot or as a flat fee per cleaning event.
- 2.4.2 Exterior window washing (full building) — annual, or upon Agency request; priced as a flat fee per cleaning event.
- 2.4.3 Floor stripping, waxing, and refinishing (resilient flooring) — as needed; priced per square foot.
- 2.4.4 Special/enhanced sanitation services (e.g., outbreak-related deep cleaning) — as needed; priced per occurrence.
- 2.4.5 Emergency/call-out cleaning services outside the normal schedule (e.g., spills, flooding, urgent turnarounds) — priced hourly or per call-out. The Contractor shall state its maximum response time on the Bid Cost Form.

2.5 Performance Standards.

- 2.5.1 All work shall be performed in a professional manner consistent with industry standards (e.g., ISSA standards). Surfaces shall be free of visible dirt, dust, streaks, smudges, and debris.

Restrooms shall be sanitized, odor-free, and adequately stocked at all times during business hours. Floors shall be clean, slip-free, and properly maintained. The Contractor shall ensure that computers, paperwork, and personal items are not disturbed during cleaning. Performance shall be measured against these standards and the Inspection Checklist referenced in § 2.6.

2.5.2 Lobby/reception areas, public entrances, and conference rooms shall be maintained in a clean, professional, and presentation-ready condition during normal business operations.

2.5.3 Contractor personnel shall not disturb papers, files, computers, desks, cabinets, or other Agency property except as necessary to perform the required cleaning services.

2.6 Quality Control and Inspections.

2.6.1 The Contractor shall maintain an internal quality control process sufficient to ensure compliance with all contract requirements.

2.6.2 The Agency will conduct a minimum monthly documented inspection using the Agency's standardized Inspection Checklist and reserves the right to conduct additional unannounced inspections at any time.

2.6.3 Deficiency Notice. Deficiencies identified by the Agency shall be corrected within 24 hours of notification at no additional cost.

2.6.3.1 Failure to perform scheduled services may result in a proportional reduction or withholding of payment for services not performed, as determined by the Agency. Such reduction shall be in addition to, and not in lieu of, any other remedies available under the Contract.

2.6.4 Cure Notice. The Agency may issue a written Cure Notice for repeated performance deficiencies, failure to correct deficiencies within the timeframe required under § 2.6.3, or any material failure to perform the services required under this Contract.

2.6.5 Termination for Default. Failure to cure identified deficiencies within the timeframe specified in a Cure Notice may result in termination for default in accordance with the Contract.

2.6.6 The Agency will retain all checklists, deficiency notices, and cure notices in the contract file for the duration of the contract, including any exercised option periods, and for the record retention period thereafter required by 2 CFR Part 200, Subpart D.

2.7 Award of Contract.

2.7.1 Spartanburg Housing reserves the right to award the contract to the bidder deemed most responsive and responsible, providing the best overall value to the Agency. Cost will be evaluated in conjunction with qualifications and service quality.

2.7.2 The current cleaning contract is held by Quality Cleaning Services of Spartanburg.

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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, Spartanburg Housing 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, the Agency intends to retain a Contractor pursuant to a "Low Bid" basis, also taking into consideration responsiveness and responsibility. Therefore, so that the Agency 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 Spartanburg Housing has published herein or has issued by addendum.

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 as a part of the bid submittal.
2	Form HUD 5369-A Representation, Certifications and Other Statements of Bidders: This Form is attached hereto 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-C -Certifications and Representation of Offerors Non-Construction: This Form is attached hereto 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.
4	Bid Cost Form. Contractor's proposed cost to THE AGENCY must be completed, executed where provided thereon and submitted as a part of the bid submittal.
STEP #2	Documentation/information to be submitted, within 5 days, ONLY by the apparent low bidder when directed to do so by the Agency.
1	Licensing. A copy of the bidder's business license allowing the contractor to provide such services within the City of Spartanburg, 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. This 2-page Form must be fully completed and executed.
4	Managerial Capacity/Financial Viability: The bidder 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.

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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	Certification Forms and Affidavits: These forms are attached and are part of the IFB documents. These forms must be fully completed, executed, and submitted under step 2 request for documentation. • Profile of Firm Form • E-Verify Form • Form HUD-50070 Certification of a Drug-Free Workplace • Form HUD-50071 Certification of Payments to Influence Federal Transactions
7	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 under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
8	Other Information (Optional Item): The bidder may include hereunder any other general information that the bidder believes is appropriate to assist Spartanburg Housing in its evaluation.
	Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to Spartanburg Housing (by email is preferred) the insurance certificates detailed with 5.3.1 through 5.3.5 herein. Note: The apparent successful bidder WILL NOT deliver these certificates - the insurance broker or carrier will do so.
	Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the "Option" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK. "DO NOT eliminate any of the tabs.

3.2 Entry of Proposed Fees.

- 3.2.1** The proposed fees shall be submitted by the bidder and received by the Agency on **the Bid Cost 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 Spartanburg Housing. 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 Spartanburg Housing; etc.

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IFB Section	Pricing Item No.	Qty	Description	Compensation
3.2.2.1	1	1	170 Arch St	5-day weekly cleaning cost
3.2.2.2	2	1	Additional potential labor	Hourly rate
3.2.2.3	3	1	Carpet extraction/steam cleaning (§2.4.1)	Per square foot or flat fee per cleaning event
3.2.2.4	4	1	Exterior window washing, full building (§2.4.2)	Flat fee per cleaning event
3.2.2.5	5	1	Floor stripping, waxing, and refinishing – resilient flooring (§2.4.3)	Per square foot
3.2.2.6	6	1	Special/enhanced sanitation services (§2.4.4)	Per occurrence
3.2.2.7	7	1	Emergency/Call-Out Cleaning Services (§2.4.5)	Hourly rate or per call-out rate
3.2.2.8	8	1	Maximum Response Time for Emergency/Call-Out Cleaning Services (§2.4.5)	Bidder to state maximum response time

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 Cost Form a reasonable and realistic cost for the required work listed within the Pricing Item Description with the immediate-table above.

3.3.2 Review the Entry of Proposed Fees. After a bidder has entered where provided within the Bid Cost form his/her proposed unit costs for the Pricing Items, Spartanburg Housing will automatically multiply the proposed unit costs (if applicable) by the listed quantities. Spartanburg Housing strongly recommends that each bidder, after entry of these proposed fees review the entry to ensure that the bidder has entered the proposed fees correctly. The bidder will **NOT** be able to correct this entry after the posted deadline has expired, which means that Spartanburg Housing will utilize such entry, correct or incorrect, to determine the apparent low bidder.

3.3.3 Potential Escalation of Rates. At the discretion of the CO, at the end of the second one-year contract period, if awarded (and at the end of any ensuing extended contract period), there may be an escalation of costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most State of South Carolina Prevailing Wage Rate (“most similar,” as determined by and at the sole discretion of the Agency). For example, if, at the end of the second contract period the listed rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the CO’s discretion, be entitled to a 5% increase in the 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 rate.

- 3.3.3.1 Notification must be received from the Contractor.** The Contractor must notify the CO, 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 CO.
- 3.3.3.2 Right to Reject.** As stated within the preceding 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 successful bidder has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):
- 3.3.3.2.1 Step No. 1.** The successful bidder submits his/her written request for an increase, accompanied by the required documentation, to the Agency CO within the required 60-day period (please see the preceding Section 3.3.3.1 herein);
- 3.3.3.2.2 Step No. 2.** The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the successful bidder as to whether the request is approved or rejected;
- 3.3.3.2.3 Step No. 3.** If rejected and the successful bidder wishes to, as a result, cease providing the services to the Agency, the successful bidder has 10 days from the receipt of the written notice of rejection to deliver to the Agency CO 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);
- 3.3.3.2.4 Step No. 4.** The Agency will then endeavor to ensure that the Agency makes other arrangements to replace the successful bidder (i.e. contract with another firm; do the services in-house; etc.) as the Contractor for the applicable services; 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 successful bidder, 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 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.

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- 3.3.5 No Deposit/No Retainer.** The Agency will NOT pay any deposit or retainer fees at any time as a result of an award of the ensuing contract (though the Agency may consider, under certain circumstances, a reasonable and justified payment for mobilization).
- 3.3.6 Davis Bacon Federal Wage Rates.** As detailed within pertinent HUD and Federal regulation, the Contractor is required to pay Davis-Bacon wage rates (for all "construction contracts in excess of \$2,000"). The applicable Wage Rates pertaining to the work detailed herein are attached hereto and detailed within Attachment G-8. This work will be subject to all the requirements pertaining to Davis-Bacon work, including the applicable Federal forms and procedures (i.e., on-site interviews; certified payrolls; etc.).
- 3.3.7 Price Escalation.** Pertaining to the ensuing contract, there shall be no escalation of the proposed costs allowed at any time during the awarded contract except for any legitimate change orders that may be approved by Spartanburg Housing.
- 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 Spartanburg Housing's office by no later than the submittal deadline** stated herein (or within any ensuing addendum) **in a sealed package and addressed to:**

**Spartanburg Housing
170 Arch Street
Spartanburg, SC 29303**

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 Spartanburg Housing by the bidder, such may invalidate that bid. If, after accepting such a bid, Spartanburg Housing decides that any such entry has not changed the intent of the bid that the Agency intended to receive, Spartanburg Housing may accept the bid and the bid shall be considered by Spartanburg Housing 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 Spartanburg Housing, 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 the Agency requirements contained within the documents may cause that bidder to not be considered for award.

3.5 Bidder's Responsibilities — Contact with Spartanburg Housing. 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 Agency 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 Spartanburg Housing to not consider a bid submittal received from any bidder who 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 Spartanburg Housing 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 Pre-Bid Conference. If a scheduled pre-bid meeting 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 submittal and feel comfortable in 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 Spartanburg Housing will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the CO 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, Spartanburg Housing **will not distribute** at this meeting any copies of the IFB documents.

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- 3.7 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
3.7.1	1.0		This IFB Document
3.7.2	2.0	A	Form of Bid (Attachment A)
3.7.3	3.0	B	form HUD-5369-A Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
3.7.3.1	3.1	B-1	form HUD-5369-C Certifications and Representations of Offerors, Non-Construction Contract
3.7.4	4.0	C	Profile of Firm Form
3.7.5	5.0	D	Section 3 Explanation
3.7.6	6.0	E	form HUD-5369-B Instructions to Offerors, Non-Construction
3.7.6.1	6.1	E-1	*form HUD-5369 Instructions to Bidders for Contracts, Public and Indian Housing Programs
3.7.7	7.0	F	Agency Supplemental Instructions To Bidders & Contractors (SIPC)
3.7.8	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)
3.7.8.1	8.1	G-1	form HUD-5370-C General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)
3.7.8.2	8.2	G-2	form HUD-5370-C General Conditions for Non-Construction Contracts Section II (With Maintenance Work)
3.7.8.3	8.3	G-3	*form HUD-5370EZ, General Conditions for Construction Contracts-Public Housing Programs
3.7.8.4	8.4	G-4	form HUD 50070, Certification for a Drug Free Workplace
3.7.8.5	8.5	G-5	form HUD 50071, Certification of Payments to Influence Federal Transactions (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.)

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3.7.8.6	8.6	G-6	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.)
3.7.8.7	8.7	G-7	Form HUD 52158, <i>Maintenance Wage Rate Decision</i>
3.7.8.8	8.8	G-8	Davis Bacon Wage Determination (Residential)
3.7.8.9	8.9	G-9	South Carolina E-Verify
3.7.8.10	9.0	H-1	Bid Cost Form

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 a Spartanburg Housing staff member, including the company name of the bidder and the total calculated costs proposed. At the bid opening Spartanburg Housing 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; Spartanburg Housing 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. THE AGENCY reserves the right to, as determined by Spartanburg Housing, “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 event of a tie between two or more responsive and responsible bidders, Spartanburg Housing reserves the right to resolve the tie by any method permitted under applicable law, HUD requirements, and the Agency’s Procurement Policy.

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.

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- 4.3.1** Depending on the amount of the award, it is possible that the Agency may take such contract award to Spartanburg Housing 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** 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 Spartanburg Housing, including an agreement to execute the attached Sample Contract form." The contract clauses already attached as form HUD 5370-C Attachment also apply. Accordingly, Spartanburg Housing has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case Spartanburg Housing has no power or authority to negotiate any clauses contained within any attached HUD documents.

- 5.1.2 Contract Period.** Spartanburg Housing anticipates awarding a one-year contract with four (4) one-year renewal options, exercisable at the Agency's sole discretion, for a maximum total contract term of five (5) years.

- 5.2 Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by Spartanburg Housing pursuant to this IFB:

- 5.2.1 Contract Form.** Spartanburg Housing will not execute a contract on the successful bidder's form--contracts will only be executed on Spartanburg Housing form (please see the Sample Contract), and by submitting a bid the successful bidder agrees to do so (please note that Spartanburg Housing reserves the right to amend this form as Spartanburg Housing deems necessary). However, Spartanburg Housing 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 Spartanburg Housing to do so; but the failure of Spartanburg Housing to include such clauses does not give the successful bidder the right to refuse to execute Spartanburg Housing's contract form. It is the responsibility of each prospective bidder to notify Spartanburg Housing, 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. Spartanburg Housing will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by Spartanburg Housing'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 Spartanburg Housing 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 to this IFB document. This 1-page Form will be fully completed and executed where provided thereon by the successful bidder and will be a part of the ensuing contract.
- 5.2.2 Assignment of Personnel.** Spartanburg Housing shall retain the right to demand and receive a change in personnel assigned to the work if Spartanburg Housing believes that such change is in the best interest of Spartanburg Housing 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 Spartanburg Housing, 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 bidder'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 Spartanburg Housing as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of Spartanburg Housing 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 not to exceed \$5,000;
- 5.3.3 Professional Liability Insurance.** *(If applicable)* An original certificate showing the bidder's professional liability and/or errors and omissions coverage (minimum of \$1,000,000 each occurrence and a general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible not to exceed one percent (1%) of the policy's general aggregate limit;
- 5.3.4 Automobile Insurance.** An original certificate showing the bidder'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

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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 bidder's business license allowing that entity to provide such services within the City of Spartanburg, Spartanburg County, and the State of South Carolina.
- 5.3.6 Certificates/Profile of Firm Form.** Pertaining to the aforementioned insurance certificates and licenses, each bidder 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 Spartanburg Housing within 5 workdays of notification by Spartanburg Housing.