

REQUEST FOR QUALIFICATIONS



DEVELOPMENT PARTNERS

PROPOSAL DUE DATE:

October 22, 2020
2:00 PM Local Time

PART 1 – INTRODUCTION

1.1 GENERAL

The **Housing Authority of the City of Columbia, South Carolina** (Columbia Housing) is seeking Statements of Qualifications from interested development teams to partner in the redevelopment of existing communities and to offer new development opportunities that will expand the affordable housing portfolio.

The selected Development Teams, working in concert with Columbia Housing, will be responsible for design, financing, construction and implementation of one or more comprehensive development projects in the City of Columbia and Richland County. All development efforts will be designed to serve the goals of Columbia Housing and address housing needs for a broad range of income participants.

The selection process under this Request for Qualifications (RFQ) will provide Columbia Housing with the option of selecting one or more Development Teams to serve as Fee Developer or Development Partner. Columbia Housing will enter into various agreements with the selected Development Teams to design, build and finance the development efforts. It is the intent of Columbia Housing to negotiate with the selected Developers and to execute development agreements that will serve as the controlling documents for implementation of the development efforts.

The selected Developers will be responsible for all Design, Master Planning, Financing, Pre-development and Final development activities in coordination with Columbia Housing. Interested individuals, firms or entities with experience in the development of mixed-income and mixed-use real estate projects are encouraged to respond to this Request for Qualifications.

1.2 BACKGROUND

Columbia Housing - The Housing Authority of the City of Columbia, SC was created under the 1937 Housing Act for the purpose of providing decent, safe and sanitary housing to the low and moderate-income residents of the City of Columbia and Richland County. Today, Columbia Housing is the largest housing authority in the State of South Carolina serving nearly 6,500 low-income households and over 16,000 individuals throughout the City of Columbia, Cayce and Richland County.

Columbia Housing owns and manages a variety of affordable housing units and administers Section 8 Housing Choice Vouchers along with a myriad of supportive service programs for residents.

A seven-person Board of Commissioners authorized by laws of the State of South Carolina and appointed by the Mayor of Columbia, is responsible for the development of housing policy and the authorization of expenditures.

As with many urban Public Housing Authorities, Columbia Housing has encountered the difficulties of managing an aging housing stock with diminishing federal funding.

In an effort to change the face and character of traditional public housing in the City of Columbia, Columbia Housing has embarked on an aggressive plan to reposition the Public Housing portfolio; revitalize its non-federal portfolio; and, expand affordable housing opportunities in the City of Columbia and Richland County.

This Request for Qualifications includes redevelopment of Public Housing communities; development of new housing on Columbia Housing vacant parcels; acquisition of land for new development' or partnering with Developers on projects they control or identify. It is anticipated that a myriad of HUD redevelopment methods will be used including the Rental Assistance Demonstration (RAD) Program; Section 18 Disposition and Demolition; Project Based Vouchers; and Streamlined Voluntary Conversion.

1.3 REPOSITIONING PUBLIC HOUSING

The current federal housing policy expounded by the U.S. Department of Housing and Urban Development (HUD) is to reposition Public Housing. Repositioning is a mechanism through which the housing units are removed from the Public Housing Program and moved to a Section 8 subsidy platform.

“Public Housing” is often used as a generic term to refer to all publicly assisted housing, but the term “public housing” actually refers to a specific federal program. Created in 1937, the low-rent Public Housing program (LIPH) was the first federal rental housing assistance program. The program initially subsidized the construction of multifamily rental housing properties for low-income families. While Public Housing is a federally created and funded program, the properties are owned and managed at the local level by quasi-governmental Public Housing authorities (PHAs) under contract with the federal government. Deed restrictions recorded on the properties limit use and prohibit debt, sale, and transfer of properties without HUD approval which is granted only under certain federal statutes and regulations.

Policy changes included in the 1949 act resulted in public housing serving families with incomes much lower than what was originally required under the 1937 act. From 1952 to 1962, the number of families in public housing receiving income from public assistance programs rose from 29% to 46%.

The 1960s brought a new vision with regard to federal housing assistance as several new programs were developed to subsidize privately owned rental properties and the Brooke Amendment capped tenant contributions toward rent at 25% of family income. By the early 1970s, Public Housing construction programs were subject to growing criticism for being too expensive. Over this period, the income character of the tenants in public housing had also continued to change. Policy changes, partnered with market changes, such as the post-war housing boom, increasing rates of homeownership, and suburbanization resulted in public housing serving the poorest tenants.

Tenant rents were no longer high enough to provide sufficient income to allow PHAs to properly maintain public housing properties. Although Congress eventually began providing operating subsidies to public housing, it has never been sufficient to adequately maintain the properties. Thus, many public housing developments, facing inadequate rental income and insufficient federal subsidies, fell into severe disrepair. These realities—poorer tenants paying lower rents, insufficient operating income, and deteriorating units—shaped the public housing debates of the decades to follow.

In 1973, President Nixon imposed a moratorium on all new public housing construction. After the moratorium, the focus of federal housing assistance policy shifted away from constructing new public housing units to new models using the existing private housing market. The 1974 Housing and Community Act created the Section 8 Housing Assistance Program.

During the 1980s, concern continued to grow about the state of the existing public housing stock—both the physical soundness as well as the social health of public housing communities. In 1992, a National Commission identified severely distressed public housing that had deteriorated to the point that it was physically dangerous. The commission issued a wide range of recommendations, including experimentation with new forms of public-private partnerships.

Construction and acquisition of new public housing units effectively ended after the federal government stopped funding new development in the mid-1990s, although they began significantly decreasing much earlier as other models of providing housing assistance grew in popularity. As public housing properties have fallen into disrepair and been demolished, the number of public housing units has continued to decrease.

Currently, there are roughly 1 million Public Housing units receiving federal funding. Federal funding comes from two main formula grants: the Public Housing Capital Fund and the Public Housing Operating Fund; which are meant to supplement the rents collected by PHAs to meet the operation, maintenance, and capital needs of public housing. However, Congress has historically funded these programs at levels significantly less than the Section 8 subsidies that are provided to private owners.

Today there is an estimated \$60 billion-dollar backlog of capital needs for the Public Housing stock which continues to grow at approximately \$3.5 billion per year.

In response to concerns about the conditions of the national Public Housing stock and the inadequacy of federal funding levels, proposals have been introduced to promote private investment in Public Housing in order to preserve the existing stock. An increasing number of PHA's have pursued private financing to meet their capital needs in recent years and HUD has continued to provide additional tools to encourage PHA's to reposition Public Housing.

1.4 REPOSITIONING TOOLS

Columbia Housing is committed to providing deeply subsidized rental assistance to Columbia's most vulnerable populations, including families below 30% of AMI, the elderly, disabled and formerly homeless families. Meeting this commitment has been challenged by decreased federal funding resulting in significant capital needs, combined with regulatory burdens and limited access to private capital. Despite best efforts, Columbia Housing has struggled to preserve the stock of deeply assisted housing.

In 1995, Columbia Housing owned and managed 2,911 units of Public Housing. Today, the Public Housing stock in the City of Columbia has been reduced to 1,684 units. Through this RFQ, It is Columbia Housing's goal to replace and exceed the "hard" units lost to previous demolition and disposition through the creation of public/private partnerships utilizing the Section 8 subsidy platform.

HUD is offering an array of tools to voluntarily reposition public housing and Columbia Housing anticipates utilization of all tools available.

HOPE VI/Choice Neighborhood - The first attempt to reposition Public Housing was through the Housing Opportunities for People Everywhere (HOPE VI) Program. The HOPE VI Program was developed as a result of recommendations by National Commission on Severely Distressed Public Housing, which was charged with proposing a National Action Plan to eradicate severely distressed public housing. The Commission recommended revitalization in three general areas: physical improvements, management improvements, and social and community services to address resident needs.

Approved as a demonstration Program in 1993, HOPE VI was designed to revitalize the worst public housing projects in the country into mixed-income developments. The HOPE VI philosophy was largely based on New Urbanism and the concept of Defensible space. The program continued as a demonstration through 2010 with a total of almost \$7 billion dollars allocated through annual appropriations. However, it proved too expensive, was not designated as a permanent program and no further funding was allocated after 2010. Columbia Housing received two HOPE VI grants and redeveloped two of its largest former Public Housing communities.

The Choice Neighborhood Program provides grants similar to the former HOPE VI Program but expands redevelopment to larger neighborhood initiatives and includes any HUD funded multi-family properties, not just Public Housing. Funding for Choice Neighborhood has been limited but is made available with annual appropriations. Columbia Housing will consider pursuing a Choice Neighborhood grant and is interested in Development Teams with successful experience in Choice Neighborhood initiatives.

Rental Assistance Demonstration Program – Looking for a less costly replacement to the HOPE VI Program and continue the repositioning of public housing, the RAD program was authorized by Congress in the 2012 appropriations act. RAD allows public housing agencies (PHAs) and owners of other HUD-assisted properties to convert units from their original sources of HUD financing to project-based Section 8 contracts. The primary benefit of RAD is that properties that convert under this process are no longer restricted from securing private sources of capital financing, and the owners are therefore able to address deferred maintenance issues that have caused Public Housing and other HUD rental stock to deteriorate nationwide.

Since 2012, approximately 332,000 units of public housing have pursued RAD conversion; 138,000 have completed conversion to Section 8 subsidy and over \$6 billion dollars of private capital has been secured to provide much needed capital improvements to the public housing stock. In South Carolina, 1, 450 units have converted under the RAD program and another 800 units are in the RAD pipeline.

Columbia Housing intends to utilize the RAD conversion process for certain properties in the Public Housing portfolio. Development Teams responding to this solicitation should include their successful experience with RAD conversion projects.

Section 18 – Disposition and/or demolition of public housing can also be accomplished under Section 18 of the 1937 Housing Act. However, Section 18 was previously only available to public housing that met a strict definition of obsolescence which required the PHA to demonstrate substantial physical issues of the units that could not be corrected in a cost-effective manner. Cost effectiveness is defined as rehabilitation work in excess of 60% of the replacement value.

HUD has added additional criteria which simplified ways in which PHA's can reposition public housing through disposition under Section 18. This criterion includes:

- Demonstration that the units can be operated more effectively and efficiently through development of other low-income housing off-site or on-site;
- 25% of units disposed can be disposed under Section 18 if the remaining 75% are disposed under RAD conversion if the project will undergo comprehensive rehabilitation or replacement;
- Disposition with no required justification if the PHA owns and operates 50 or fewer public housing units; and,
- Disposition due to unsustainability to operate scattered site units based on distance between units and lack of uniformity of systems.

Columbia Housing intends to utilize several of the Section 18 options to reposition its existing portfolio. Columbia Housing has a large scattered site portfolio including 266 single family homes and 27 properties ranging from 10 to 25 units. It is anticipated that the scattered site portfolio will be divided into buckets of units to be sold; a lease purchase program; and, rehab and retention as rentals. Development Teams responding to this solicitation should share their experience in dealing with scattered site real estate portfolios.

Voluntary Conversion – This conversion tool has been available to PHA’s since 1998 but required a costly and complex conversion assessment plan. As a result, Voluntary Conversion has been seldom used by PHA’s to reposition Public Housing.

Recognizing that small PHA’s typically have reduced staff and limited funding available to conduct a full conversion assessment, in March 2019, HUD removed the requirement to conduct a full conversion assessment for PHA’s that have fewer than 250 public housing units remaining in their portfolio.

Public housing projects are eligible for the simplified Voluntary Conversion process if:

1. The project is owned by a small PHA (less than 250 total public housing units);
2. Conversion of the project(s) will result in conversion of all public housing units owned by the PHA; and,
3. The PHA confirms its intent to close out its public housing program after all units are converted.

Columbia Housing intends to utilize the Voluntary Conversion tool at the end of its portfolio conversion when there are less than 250 units remaining.

Non-Federal Real Estate Portfolio – In addition to its Public Housing portfolio, Columbia Housing owns various other rental properties. These properties include market rate properties with no restrictions or subsidy and Low-Income Housing Tax Credit properties beyond the initial compliance period but with remaining years in an extended compliance period. Several properties in this portfolio are also in need of recapitalization and rehabilitation.

Columbia Housing may elect to partner with a Development Team under this solicitation to recapitalize one or more of these properties.

Vacant Land – Columbia Housing owns various vacant parcels that will accommodate affordable housing development. New development on these parcels may include transfer of Public Housing units that may be demolished or disposed or for expansion of the overall affordable housing portfolio.

1.5 NEW DEVELOPMENT AND AFFORDABLE HOUSING EXPANSION

Columbia Housing anticipates that Development Teams responding to this solicitation will have proposed projects that may meet the goals and objectives to expand the affordable housing portfolio. Columbia Housing is open to all forms of proposed projects which may include:

- Existing land under the control of the Development Team appropriate for new construction.
- Acquisition of existing multi-family properties in need of moderate or substantial rehabilitation.
- LIHTC properties with expired initial compliance period in which GP and LP interest can be acquired and the property recapitalized.

PART II – PROJECT SCOPE

2.1 OVERVIEW

The Developers selected under this RFQ will be an integral partner in the effort to assist Columbia Housing to reposition its Public Housing portfolio and develop housing to serve middle, moderate- and lower-income families, elderly and disabled residents of the City of Columbia and Richland County. The Developers will be required to work closely with Columbia Housing, Residents, the City and County, and other community stakeholders throughout the development effort.

Once selected, the successful respondents will make a good faith effort to quickly enter into development agreements with Columbia Housing to develop the identified projects. A Memorandum of Understanding or other such “early start” agreement may be negotiated as needed to enable the selected Developers to complete all necessary pre-development activities.

Columbia Housing recognizes that Development projects depend on a number of outside funding sources and creative financing, such as Developer equity, low-income housing tax credits, and conventional mortgage financing. As such, working with Columbia Housing, the successful respondents will be required to prepare Financing Plans that are financially feasible, that meet the goals of Columbia Housing and result in approval by HUD, if applicable. The following items will be addressed in the Scope of Services to be included in the development agreement:

2.2 PUBLIC HOUSING PORTFOLIO

The following Public Housing properties will be priority projects for which Columbia Housing will select a Fee Developer or Development Partner.

A. Allen Benedict Court – Situated within the area bounded by Harden, Oak, Calhoun, and Laurel Streets, the development of the Allen Benedict Court Public Housing Community began in 1939. Named after the two adjacent higher education institutions, ABC opened exclusively to serve low-income African Americans with the first family moving-in November 1940.

For decades, Allen Benedict Court provided not only decent, safe and sanitary housing, but a strong sense of community for the families that lived there. However, overtime it became difficult to continue to maintain the aging property. Thus, unable to meet the capital needs, Columbia Housing determined that the best future for Allen Benedict Court was to demolish the existing Public Housing and redevelop the site.

Unfortunately, prior to commencing the redevelopment efforts, tragedy struck and two residents at the community died from carbon monoxide poisoning in January 2019. In response, Columbia Housing immediately relocated all residents from the property into temporary housing and eventually into permanent replacement housing.

Pending long-term investigations and legal proceedings, access to Allen Benedict Court was limited until January, 2020. Since that time, Columbia Housing has completed environmental analysis including asbestos and lead testing along with Phase I Environmental Studies and the corresponding federal review by all related environmental entities including the State Historic Preservation Office (SHPO).

A demolition contract has been awarded and it is anticipated that demolition will be completed by the end of 2020.

Under this solicitation, Columbia Housing will select a development partner to assist in the redevelopment of the site. The selected Development Team must remain cognizant of this recent tragic history and sensitive to lingering emotions throughout the community. Stakeholder engagement including engagement of former resident's ABC will be critical to the planning and redevelopment of the site. Communication will be closely coordinated with Columbia Housing's Office of Communications and Executive Staff. All public communication will be handled by Columbia Housing.

Allen Benedict Court consisted of 26 residential building with 242 units and 1 non-residential building located on approximately 17 acres. A survey of the property can be found in the attachments to this solicitation. The new community is envisioned to be an urban mixed-income community with higher density and a greater number of total residential units.

Critical to developing the Master Plan for the former ABC site will be the engagement of Allen University and Benedict College, Historical Black College and University located adjacent to the site.

Allen University and Benedict College - ABC's namesakes include Allen University, founded in 1870 by the African Methodist Episcopal (AME) Church and Benedict College also founded in 1870 under the American Baptist Home Mission Society.

For its first ten years, Allen University operated as the Payne Institute developing an educated clergy in the face of repression and violent opposition during the Reconstruction Era in South Carolina. In 1880, the school moved to its current location and was renamed after Bishop Richard Allen founder of the African Methodist Episcopal (AME) Church.

Today, Allen University provides undergraduate education with an unalterable commitment to teaching, research and community service and offers a Master of Divinity degree. A newly formed Theological Seminary enrolled its first class in the fall of 2018 and in the tradition of Bishop Allen, the University continues to teach "the mind to think, the heart to love and the hands to work".

Benedict College was founded when Mrs. Bathsheba A. Benedict of Pawtucket, Rhode Island, provided \$13,000 towards the purchase of an 80-acre plantation near Columbia, South Carolina as the site for a new school for the recently freed people of African descent. On November 2, 1894, the South Carolina Legislature chartered the institution as a liberal arts college and the name "Benedict Institute" was formally changed to "Benedict College."

Today, Benedict College has been recognized as the first South Carolina college to lower its tuition by 26 percent offering students more access to higher education and affordability. This recognition demonstrated the College's value as an economic engine in the community, generating substantial financial returns year after year, contributing \$130 million and 1,218 jobs in total economic impact. Benedict College provides baccalaureate and master's degrees in multiple fields.

- B. Marion Street Highrise** – The Marion Street Highrise is located at 1930 Marion Street at the corner of Calhoun and Marion streets in downtown Columbia on a 1.57 acre parcel. The building consists of 146 total units, 85 efficiency apartments averaging 415 square feet; 60 one-bedroom apartments averaging 425 square feet; and 1 two-bedroom apartment measuring 475 square feet.

The building contains a combined gross area of 94,700 square feet and was constructed circa 1975 (45 years old +/-). Site improvements include utility connections, sidewalks, patios, and landscaping consisting of grass, trees and shrubs. Parking is provided via asphalt parking area at the rear of the building.

The building was constructed using minimalistic design features and contains small dwelling units and bathrooms, compared to modern standards. The majority of building components are original to the date of construction and have suffered accelerated deterioration due to deferred maintenance, water intrusion, and failing plumbing infrastructure.

The property is zoned C-1, Office & Institutional by the City of Columbia, and is identified as Richland County Tax Parcel 09015-05-01. The building is located at the corner of Marion and Calhoun Streets. The surrounding neighborhood is comprised of primarily commercial properties consisting of office buildings and light commercial operations.

A comprehensive needs assessment was completed in March 2020 and determined that the structure has experienced accelerated aging due to water intrusion and deferred maintenance and has reached the end of its economic life requiring significant rehabilitation and modernization. Estimated rehabilitation costs exceed \$16 million dollars representing almost 80% of HUD's total development costs. Based on HUD criteria, a building is considered obsolete if the rehab costs exceed 60% of TDC.

It is the intent of Columbia Housing to dispose of this property at Fair Market Value and develop replacement housing at another location. Under this solicitation, Columbia Housing will select a Development Team to develop replacement housing equal or greater than the existing number of units at Marion Street.

- C. Oak Read Highrise** – The Oak Read Highrise is located at 2211 Read Street in close proximity to the Allen Benedict Court site. The building consists of 54 efficiency apartments; 56 one-bedroom apartments; and, 1 two-bedroom apartment. Columbia Housing has not yet conducted a comprehensive needs assessment of this property but has identified significant capital needs including replacement of major building systems due to expiration of useful life.

Preliminary plans for this building would comprise substantial rehabilitation including conversion of the efficiency apartments to 1-bedroom units. To eliminate relocation of current residents, we would anticipate that a new senior building would be developed on the Allen Benedict Court site where Oak Read residents would be relocated to allow for the rehabilitation of the Oak Read Highrise and reduction of units to convert efficiency apartments to 1 or 2 bedroom units. Columbia Housing may award the redevelopment of Oak Read Highrise to the same Development Team selected for the ABC redevelopment or may choose to select a separate Development Team for this project.

- D. Arrington Manor** – The Arrington Manor midrise is located at 2225 College Street in the Five Points area. The building consists of 14 efficiency apartments, 32 one-bedroom apartments and 12 two-bedroom apartments. Arrington Manor was also built in the 1970's and has had no major rehabilitation work completed. Columbia Housing has not yet conducted a comprehensive needs assessment on this property but has identified significant capital needs including replacement of major building systems due to expiration of useful life. Preliminary plans for this property would also include substantial rehabilitation and conversion of efficiency apartments to one-bedroom units. Development of a new senior community to relocate residents to facilitate rehab of Arrington Manor and reduction of units to convert efficiency units to 1 or 2 bedroom units.

E. Latimer Manor – Located at 100 Lorick Circle in the Colonial Park neighborhood, the community consists of 30 two-bedroom units; 70 three-bedroom units; 80 four-bedroom units and 20 five-bedroom units. The property is very dispersed and there is additional acreage at the site to be developed. The large unit sizes are generally underutilized and we would anticipate significant change in unit sizes post-redevelopment.

Columbia Housing has not completed a comprehensive needs assessment for this property but it is anticipated that the property would be redeveloped into a higher-density mixed income community with a homeownership component as well as multi-family rental. The Colonial Park Neighborhood Association is a very active community and would be intimately engaged in the redevelopment and re-use of the Latimer Manor site.

F. Non-Federal Portfolio – Columbia Housing owns a non-federal residential real estate portfolio consisting of 8 properties with approximately 400 units. Many of these sites also include excessive land for additional redevelopment. Under this solicitation, Columbia Housing will select a Development Team based solely on qualifications to work with us on the repositioning of these assets. The repositioning strategies for this portfolio are envisioned to include substantial rehabilitation; disposition and acquisition of replacement units; and new development.

G. New Development – The majority of the current Public Housing portfolio is located in the southeast quadrant of the City of Columbia. Columbia Housing is seeking new affordable housing development that will disperse the concentration of affordable housing throughout other areas of the City particularly in neighborhoods of opportunity. It is envisioned that new communities would be mixed-income with combination of market rate, rent restricted and subsidized residential units. Under this solicitation, Columbia Housing may select Development Teams with current site control for proposed projects already under design or may select Development Teams based on qualifications that will work with Columbia Housing to develop vacant parcels owned by Columbia Housing or to identify future expansion opportunities.

2.3 SCOPE OF SERVICES TO BE PROVIDED BY DEVELOPMENT TEAMS

The selected Development Teams under this solicitation will be required to complete all tasks customary and necessary to carry out large development projects. These tasks may include and are not limited to the tasks describe below.

Relocation. Development plans of any occupied properties should be carefully coordinated to minimize any relocation of existing residents. If any temporary or permanent relocation is necessary, the Development Team will be required to comply with all provisions of the Uniform Relocation Act (URA). An individualized Relocation Plan will be prepared in consultation with Columbia Housing for each project that requires relocation and costs associated with relocation shall be part of the overall development budget. Columbia Housing will provide URA Technical Assistance and be engaged in all relocation efforts. If relocation is required, all residents will retain a first right of return to the newly developed project.

Site Control and Planning. It is the intent of Columbia Housing to enter into ground lease agreements for the sites to be developed on land owned or to be acquired by Columbia Housing. Long term ground leases will be provided for rental housing developments and short-term use agreements will enable the development of ownership opportunities until converted to fee simple ownership upon sale. The Developers must actively seek input from community stakeholders, neighborhood associations and residents, the City of Columbia and Richland County during the planning phase of all projects. The final development plan must be approved by the City and/or County in accordance with all planning and zoning requirements.

Market Analysis and Appraisal. A detailed market study shall be required to determine the overall feasibility of the conceptual plan of the projects as proposed by the selected Developers. The selected Developers will also be responsible for any additional market analysis and appraisals to develop and obtain financing for the projects.

Part 58 Environmental Approval. Columbia Housing has an Intergovernmental Agreement with the City of Columbia to serve as the Responsible Entity completing Part 58 Environmental Assessments as required for all projects in which federal funds will be utilized including Project Based Vouchers. The IGA requires a complete Environmental Package including a Phase I Environmental report, a Phase II if applicable, and the completed Federal Environmental checklist. The Developer will be responsible for preparation of the Environmental package to be submitted to the City. Columbia Housing will coordinate all

Design/Approvals. The selected respondents will be responsible for the development of design and construction documents in accordance with the Design criteria set forth further in this document, and obtain approvals as required. The Developers will also be responsible for obtaining permits and any other approvals required.

Financing. The Developers shall obtain private financing and structure public financing in a timely and cost-effective manner, including the preparation of all necessary financing applications.

Tax Credit Application/Solicitation of Tax Credit Syndicator. The selected respondents are responsible for the preparation of applications to obtain tax credit allocations from the South Carolina Housing Finance and Development Authority (SCHFDA) in accordance with the qualified allocation plan. Equity interest must be solicited from a minimum of two syndicators/investors and Columbia Housing shall approve the final equity investor.

Tax Exempt Bond Financing. Columbia Housing will issue bonds for all projects utilizing Tax Exempt Bonds for financing. The 4% LIHTC application must still be submitted to SCHFDA. The Developer is responsible for preparation and submission of the 4% application to SCHFDA.

Subsidy Layering Reviews. It is anticipated that all projects will have some level of direct subsidy and will require a Subsidy Layering review approval from HUD. Columbia Housing will coordinate and submit all subsidy layering packages to HUD with the Developer providing supporting documents as needed.

Coordination. All development activities, including reporting and budget requirements shall be coordinated throughout the life of the project and the Developers shall assure the maximum feasible contribution to the overall development efforts.

W/M/SBE Goals. Columbia Housing has a 30% minimum participation requirement by Women, Minority and Small Business Enterprise for all construction projects. Developers will be required to comply with this goal with particular emphasis on Minority participation. Particular effort will be required to include participation of local MBE firms in the City of Columbia and Richland County.

Section 3 Employment. Columbia Housing has a mandatory Section 3 requirement that requires a designated number of new hires for all construction contracts over \$250,000. The number of new hires shall be negotiated on a contract by contract basis. New hires stated in the contract must be Section 3 residents from Columbia Housing properties or programs. A copy of Columbia Housing's Section 3 policy can be found in the attachments to this solicitation.

Construction. The Developers shall oversee and provide appropriate construction guarantees for the completion of the project in a timely and cost effective manner and ensure all occupancy permits and necessary approvals are obtained after construction to permit occupancy and operation of the development.

Financial Guarantees. It is anticipated that financial guarantees will be shared between Developer and Columbia Housing based on ownership percentages and Property Management responsibilities. Columbia Housing will negotiate with each selected Developer to determine ownership percentage and guarantees provided.

Property Management. Columbia Housing will work with each Development Team to determine Property Management of each project. It is the intent of Columbia Housing to manage some of the projects to be developed under this solicitation. Columbia Housing also has third party Property Management contracts and may assign management of one or more project to existing contracts. Identity of interest Property Management companies for Development Teams responding to this solicitation will also be considered for Property Management.

Long Term Affordability of Rental Property. All development resulting from this solicitation shall have some form of recorded restriction that assure long term affordability for a minimum of 30 years.

Purchase Option and First Right of Refusal. Columbia Housing intends to serve as the Managing Member of projects to be developed on Columbia Housing sites or land. Columbia Housing shall assume the Managing Member interest in all projects not developed on Columbia Housing property upon expiration of the initial LIHTC compliance period. Columbia Housing shall also have a purchase option and first right of refusal for the investor interest in all projects.

2.4 DEVELOPMENT COMPONENTS

It is the goal of Columbia Housing that the much of the redevelopment and/or new development will include Market Rate and Affordable Rental Housing for both multi-family and elderly residents. The plans to be developed by the selected respondents will identify the unit types and mix for the overall project.

Developers must have broad based experience in the development of mixed income housing and/or assemble a development team in which member firms or individuals have extensive development experience. The ability to coordinate such an undertaking must be clear from the qualifications submitted. Developers will be required to provide a detailed organizational chart, which clearly identifies the experiences, roles and responsibilities of each team member. A single point of reference will be required for ease of communication between the Developers and Columbia Housing.

The Developers will also be responsible for all final predevelopment activities associated with the Project. These responsibilities will include, but are not limited to final market studies needed to obtain financing, land and utility location surveys; engineering design of all infrastructure improvements, soil borings and test piles; traffic and circulation studies; and, additional environmental reviews.

2.5 COMMUNITY STAKEHOLDERS

Transparency and communication are key components of rebuilding community trust and confidence in Columbia Housing. Engagement and active participation of residents; former residents; neighborhood associations and neighborhood residents; local governmental officials; and other community stakeholders in selected development areas is a mandatory requirement under this solicitation. It is expected that the Developers will schedule and coordinate meetings, community workshops and other open forums to assure that all stakeholders in the development process are continuously kept abreast of ongoing activity. All community activities and dissemination of public information shall be coordinated with Columbia Housing's Communications Department.

2.6 FINANCING

It will be the sole responsibility of the Developers to provide all capital funding, operating funds and reserve funds necessary to successfully carry out the complete development of the project. It is anticipated that the Developers will provide additional funding to the development through the use of owner equity or other sources. It is critical that the Developers be able to access all funding sources described herein and be able to demonstrate prior success and current ability to obtain such financing.

It shall be the responsibility of the Developers to arrange for private equity and debt financing to leverage funds available to the project and to secure all financial commitments necessary to successfully complete the total development (hard and soft costs) for the projects.

Columbia Housing may choose to make limited funding available for the development of public housing replacement units. However, it is the expectation of Columbia Housing that the selected Developers will seek financing from traditional and non-traditional sources, including but not limited to those identified herein, to cover all costs associated with the development.

Columbia Housing recognizes the volatility of the financial market and the realities of the current real estate market and understands that the actual financing may somewhat change the overall income mix of the program. However, these projects must maintain the goal of serving a broad range of incomes; including market rate households. The Developers will be required to develop a unit mix consistent with an equal distribution of income levels.

Columbia Housing expects that to the extent the Developers seek financing concessions utilizing Columbia Housing dollars or dollars secured by Columbia Housing from other sources, Columbia Housing will in turn seek to maximize the rate of return on its investment.

In approaching the development of these projects, the Developers should be careful not to rely exclusively upon tax credit financing. Columbia Housing believes that such an approach restricts the market of individuals who can reside at the project, and does not allow for the creation of a true mixed income community. Columbia Housing encourages the development of profitable market rate units to serve as a mechanism for maximizing the number of affordable units to be developed.

2.7 PROJECT BASED VOUCHERS

The Housing Authority currently administers a Housing Choice Voucher Program. It is the intent of Columbia Housing to provide Project Based Vouchers (PBV) for projects developed under this solicitation in which Columbia Housing has a substantial ownership interest. The number of PBV's for each project will be negotiated on a project by project basis and at the sole discretion of Columbia Housing.

Projects serving as replacement housing for Public Housing units may receive up to 85% PBV's for family housing and up to 100% PB's for senior and special needs housing. All other projects will be limited to no more the minimal number of PBV's necessary to assure long term financial viability of the project as determined by Columbia Housing. Project Based Voucher Housing Assistance Payments (HAP) Contracts will be for an initial twenty years with an additional twenty year renewal.

2.8 OWNERSHIP STRUCTURE(S) AND LAND CONTROL

It is expected that the legal ownership entity for each project to be developed under this solicitation will be a single-purpose entity, of which a not-for-profit affiliate of Columbia Housing will be a member. Columbia Housing's affiliate will serve as the Managing Member for all Projects serving as replacement Public Housing.

2.9 DEVELOPMENT AGREEMENT

Once selected, the successful respondents will make a good faith effort to quickly enter into a development agreement with Columbia Housing. A Memorandum of Understanding or other such "early start" agreements will be negotiated as needed to enable the selected Developers to complete all necessary pre-development activities.

The Development Agreement will provide the detailed requirements, responsibilities and obligations of both parties. The Development Agreement will also include provisions related to design, plans, specifications, construction, and schedule. Funding commitments from Columbia Housing, the proposed ownership interest and the land control will also be detailed in the Development Agreement.

All fees and costs to be negotiated under the Development Agreement must comply with the Cost Control and Safe Harbor Standards issued by the U. S. Department of Housing and Urban Development (HUD) and/or the South Carolina Housing Finance and Development Authority Qualified Allocation Plan (QAP), as applicable. Development fees shall be set at the maximum levels permissible by applicable funding sources and the negotiated percentage split for each selected Development Team shall be inclusive of all direct and indirect costs of the Developers.

2.10 DESIGN AND CONSTRUCTION

The selected Developers must have, as a member of the team, an architect licensed in the State of South Carolina and a general contractor, licensed in the State of South Carolina, which may be affiliates, employees or subcontractors of the Developers. The identified architect will be responsible for certification of all documents related to design and construction. The general contractor will construct, or procure construction, of all units of housing for each corresponding component of the project as identified in the development plan or subsequent revisions agreed upon by Columbia Housing. The Developers will oversee construction; ensure completion in a timely and cost effective manner; and ensure that all required occupancy permits and other necessary approvals are obtained after construction completion to permit occupancy and operation of the Project.

Contractors will be required to pay Prevailing Davis Bacon Wage Rates and submit any/all required documentation in compliance with DBWR. This requires that wages be paid at a rate not less than prevailing wage rates for corresponding classes of employees on construction of similar character in the locality in which the work is performed, as determined by the Secretary of Labor.

The construction contract shall set forth either a fixed price or a guaranteed maximum price, must be pre-approved by Columbia Housing and shall provide for assignment to Columbia Housing in the event of termination of the relationship with the Developers.

If the general contractor is an Identity of Interest Entity, the Developers will be responsible for securing an independent third party cost estimate and cost comparison with the IOI firm's construction budget.

PART III - SUBMISSION REQUIREMENTS

3.1 METHOD OF SOLICITATION AND SCHEDULE

Columbia Housing is asking Developers for professional qualifications to serve as Fee Developer or Development Partner in the redevelopment or new development of multiple affordable housing initiatives. Some of the proposed projects have been identified in this solicitation but it is also anticipated that other projects not specifically identified in this solicitation will be developed by the Development Teams selected under this solicitation.

It is the intent of Columbia Housing to select Developers, based on qualifications and conceptual plans presented and enter into negotiations with the selected Developers for the development of the various projects. The following schedule has been developed for the processing of this RFQ. It should be noted that the dates listed are estimated and may be changed based on the needs of the Housing Authority. Changes in dates will be issued via an addendum to this solicitation.

DEVELOPERS SELECTION SCHEDULE	ESTIMATED DATE
Availability of RFQ Package	Monday September 14, 2020
Optional Solicitation Conference via Zoom https://zoom.us/j/97013327228?pwd=K01JWDV1NndTZXhva2lDd1YyUGNwUT09 Phone: (646) 558 8656 / Meeting ID: 970 1332 7228	Monday September 28, 2020 2:00 PM Local Time
Deadline for Submission of Questions	Monday October 5, 2020
Issuance of Response to Questions (Addendum)	Friday October 9, 2020
DUE DATE	THURSDAY OCTOBER 22, 2020 2:00 PM LOCAL TIME
Preliminary Evaluation Completed/Firms Shortlisted	Monday November 2, 2020
Interviews of Shortlist Firms	November 6, 2020
Site Visits of Shortlist Firms (Optional)	November 10-11, 2020
Recommendations to Board of Commissioners	November 19, 2020

3.2 CONTENT OF SUBMISSION

Respondents shall submit the following documentation in the order listed, which will serve as the **Statement of Qualifications**.

Tab 1 – Experience

A description of the scope and nature of development experience. Provide a listing of all development projects in progress or completed over the past five years with the following information: name and location of development; number and type of units; identification of non-residential or other components of development; total project development costs; total project construction costs; financing methods and funding sources; date project commenced, date completed and explanation of any delays; name, address, email and telephone number of client/owner.

Tab 2 – Ability to Secure Financing

A description of the respondents' knowledge of real estate financing methods, including the use of traditional funding tools such as tax exempt bonds; low income tax credits, FHA insured mortgages and other private mortgage programs. Identify creative and non-traditional financing. Include identification of all successful financing secured from competitive application processes for residential development projects over the past five years, particularly within the State of South Carolina.

Tab 3 – Development Plan

A conceptual development plan must be provided which shall include a site plan; conceptual design elevations; number and type of units; development budget; construction budget and a 20-year operating proforma. Respondents may select the project for which to provide a conceptual plan for any of the following.

- A. Allen Benedict Court Redevelopment of the existing site.
- B. Marion Street Replacement Housing on one or more sites to be identified.
- C. Latimer Manor Redevelopment of the existing site.
- D. A Project for which the Development Team has site control or has identified a site.

Respondents shall also provide in this section all other proposed projects in which they would like to partner with Columbia Housing. A project overview shall be provided and must include the location, proposed number of units, status of site control, proposed financing methods to be used and a general timeline for development of the project(s).

Tab 4 – Key Personnel

Provide the names and resumes of key personnel who will constitute the Development Team under this request, including the architect, engineer, general contractor, and proposed property management firm. This shall include, but not be limited to: an organizational chart identifying identity of interest corporations that will participate in these projects and the address of the principal office of each entity of the team.

Tab 5 – References, Forms and Financial Statements

Provide five (5) corporate references containing at least one financial reference and four current or recent client references, for development projects the Respondents have successfully completed within the past five years.

All forms attached and/or required to be attached to the Statement of Qualifications as identified in this request shall be included in this Section.

Provide 2019 audited or unaudited financial statements for the firm(s) that comprise the Development Team under this solicitation.

3.3 DIRECTIONS FOR SUBMISSION

The Statement of Qualifications shall be submitted on a flash/jump drive as a single pdf document. The electronic file shall include a divider page inserted at the beginning of each section that clearly labels and identifies the corresponding section of the submission.

Respondents shall submit the jump/flash drive in a sealed envelope clearly marked as follows:

**RFQ – DEVELOPMENT PARTNER
DUE OCTOBER 22, 2020 AT 2:00 PM LOCAL TIME
COLUMBIA HOUSING
Attention : Cindi Herrera, SVP Development
1917 Harden Street
Columbia, SC 29204**

Sealed envelopes may be mailed or placed in the brown drop box located at the front of the main entrance to the address above.

Response must be received by the proposal due date and time.

**PROPOSAL DUE DATE AND TIME:
THURSDAY, OCTOBER 22, 2020 AT 2:00 PM LOCAL TIME**

Proposals sent by overnight delivery service will be considered timely filed if date stamped at least one (1) day before the date set for receipt of proposals and time stamped at a time that should have, pursuant to the express policy of the overnight delivery service used, permitted delivery at the date, time and place set for receipt of proposals. The burden of proof to establish timely filing of a proposal by overnight delivery service shall be solely upon the entity or person submitting the proposal. It is the respondents' obligation to ensure the required submission arrives in a timely manner at the specified location. Any proposal which is not properly marked, addressed or delivered to the submission place, in the required form, by the required submission date and time will be ineligible for consideration.

Faxed or e-mail submissions of the Statement of Qualifications will not be accepted.

Formal communication, such as requests for clarification and/or information concerning this solicitation shall be submitted via e-mail to LuCinda Herrera, Senior Vice-President of Development at cherrera@columbiahousing.org by the date stated in the above solicitation schedule.

Responses to inquiries will only be provided in writing via issuance of an addendum to this RFQ by the date stated in the schedule detailed above. All addenda will be issued via Columbia Housing website: <https://www.columbiahousing.org/> under “Business Opportunities”; Procurement Postings.

Site Visits – Individuals interested in visiting any of the Columbia Housing sites may make arrangements by contacting Adam Dalenburg at adalenburg@columbiahousing.org or (803)722-0130.

PART IV - SELECTION PROCESS

4.1 DETERMINATION OF RESPONSIVENESS

An initial review process will be conducted by Columbia Housing staff to establish responsiveness. Responsiveness will be confirmed through determining if the Respondent(s) have met all mandatory requirements outlined in this Request. Any submission not in compliance with the mandatory requirements will be deemed “non-responsive”.

4.2 EVALUATION CRITERIA

The Statements of Qualifications will be evaluated through consideration of several factors. The Evaluation Committee will review all documents in the submissions and award points in accordance with the following criteria.

TECHNICAL COMPETENCE AND APPROACH	
Criteria	Maximum Points
Demonstrated understanding of the real estate development process and quality performance in the development of rental and/or ownership affordable housing.	40
Capability and experience of the Members of the Development Team; and, determination of availability of all required skills necessary for the development process.	
Comprehension of the City of Columbia and Richland County real estate market and goals and objectives of this RFQ demonstrated through a comprehensive conceptual Development Plan for proposed project(s).	
Degree of previous successful experience with South Carolina State Housing Finance and Development Authority or other state housing finance agency programs	
FINANCIAL CAPACITY AND ACCESS TO FUNDING	
Financial stability of the Development Team as demonstrated through prior success in obtaining funding for development projects	30
Demonstrated record of financing projects through a variety of funding sources and knowledge and experience working with the funding providers identified in this Request. Successful syndication of low income housing tax credits and bond financing.	

INTERVIEWS	
Criteria	Maximum Points
Demonstrated understanding of Columbia Housing’s development goals and objectives and availability of return on Columbia Housings investment as illustrated through the conceptual plans	20
Overall feasibility and quality of design based on the conceptual Development Plan for the proposed project.	
SITE VISITS (OPTIONAL)	
Design, construction and operation of current housing developments as demonstrated at site visits conducted by the evaluation committee.	10
TOTAL POSSIBLE POINTS	100

4.3 SELECTION

An evaluation committee appointed by the Columbia Housing Chief Executive Officer will score each proposal in accordance with the stated criteria listed above. Columbia Housing will determine a number of Development Teams that will be shortlisted based on the overall combined score of all evaluation panel members.

The shortlisted firms will be required to attend an oral interview in person or via Zoom as directed by Columbia Housing. The interview will consist of a 30-minute presentation and a 30 minute question and answer period. The evaluation committee will score each of the shortlisted firms in accordance with the criteria listed above. Upon completion of the interview portion of the selection process, the evaluation committee will make a determination if site visits will be conducted.

If it is determined that site visits will be conducted, they would be conducted for one or more Developers that have the highest overall score. At least one property included in the site tour must have been in operations for a minimum of a five year period.

If site visits are conducted the evaluation committee will score the Developers in accordance with the criteria listed under Site Visits above. If site visits are not conducted, then the overall scoring will be limited to maximum of 90 points.

The recommended Developers will be selected based on the highest total score for all evaluation factors combining the individual scores of each member of the evaluation team. The Evaluation Committee will provide the final recommendations and scores to the Development Committee of Columbia Housing’s Board of Commissioners who will be responsible for final approval of the selected Development Teams.

Columbia Housing will make an offer to each selected Developer to partner on the development(s) that Columbia Housing determines best meets the qualifications and experience of the team. If a Development Team is not interested in partnering on a particular development as requested, Columbia Housing shall then proceed to negotiate with other selected developers. Columbia Housing reserves the right to select alternate development teams if the selected Team is not interested in the project proposed by Columbia Housing.

PART V – GENERAL INFORMATION

5.1 DESIGN CONCEPTS

The selected Developers will be expected to utilize design principles that are compatible within each neighborhood and community, in the development of housing on the proposed sites. All projects to be developed must comply with the International Building Code; the American with Disabilities Act accessibility standards and every effort must be met to comply with one or more National Green Building Standards.

5.2 AMENITY PACKAGE

The amenity package should be designed within the overall context of developing the Project in a manner that will allow the development to compete in the market place. This package should contain amenities that will not only meet the needs of individual residents, but will respond to general market conditions that exist. Amenities should address specific needs of the population that will be served.

PART VI - GENERAL CONDITIONS

6.1 CONFLICT OF INTEREST

a. The respondent's warrant that to the best of their knowledge and belief, and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:

- i. Respondents may have an unfair competitive advantage; or
- ii. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondents shall disclose such conflict of interest fully in the proposal submission.

b. The respondents agree that if, after award he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to Columbia Housing that shall include a description of the action, which the respondents has taken or intends to take to eliminate or neutralize the conflict. Columbia Housing may, however, disqualify the respondents or if a contract has been entered into with the respondents, terminate said contract, at its sole discretion.

c. In the event the respondents were aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to Columbia Housing, Columbia Housing may disqualify the respondents.

d. The provisions of Section 6.1 shall be included in all subcontracts or other agreements wherein the work to be performed is similar to the service provided by the respondents. The respondents shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.

e. No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners, shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise therefrom. This provision shall be construed to extend to any contract made with the successful respondents.

f. No member, officer, or employee of Columbia Housing, no member of the governing body of the locality in which the project is situated, no member of the governing body in which Columbia Housing was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.

g. No member, officer or employee of the respondents selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on in the proceeds of any such contract.

6.2 COST OF PROPOSAL

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

6.3 AWARDS

A contract shall be awarded in accordance with the terms and conditions of this RFQ. Columbia Housing reserves the right to negotiate and award any element of this RFQ, to reject any or all proposals or to waive any minor irregularities or technicalities in proposals received.

6.4 PROPOSAL TABULATIONS/NOTIFICATION

After the award is made, a list of firms submitting proposals will be posted to Columbia Housing's website. Each unsuccessful firm will be notified in writing promptly upon award. The notice shall identify the selected Development Teams.

6.5 FORM OF PURCHASE

The acceptance of the proposed firm's offer for the services specified herein may be made by issuance of an Early Start Agreement prior to execution of a duly authorized contract prepared by Columbia Housing. Such contract shall consist of the Development Agreement and/or other form of agreement between Columbia Housing and Developers. Vendors are cautioned to make no assumptions or accept any representations by any employee, member, officer or representative of Columbia Housing concerning the award until a contract agreement is executed.

6.6 GOVERNMENT RESTRICTIONS

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

6.7 NONCONFORMANCE TO CONDITIONS/SPECIFICATIONS/SCOPE OF SERVICES

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

6.8 ASSIGNMENT OR TRANSFER

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

6.9 AVAILABILITY OF RECORDS

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

6.10 PATENTS – LICENSES AND ROYALTIES

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

6.11 PERMITS AND LICENSES

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

6.12 TAXES

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

6.13 ADVERTISING

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

6.14 INSURANCE

a. **Coverage.** The selected firm shall maintain at its expense during the term of the Contract the following insurance.

- (1) Worker's Compensation Employer's Liability in the amount of \$500,000 each accident; \$500,000 each disease; and \$500,000 for each disease/each employee.
- (2) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Georgia No Fault Insurance Law) in an amount not less than \$5,000,000 per occurrence and \$5,000,000 aggregate.
- (3) Errors and Omissions Insurance in the amount of \$2 million.
- (4) Professional Liability Insurance in the amount of \$1 million.
- (5) General Liability Insurance in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

Columbia Housing shall be named as additional insured on all policies.

b. **Waiver.** The selected firm shall not hold Columbia Housing liable for any personal injury incurred by their respective employees, agents or consultants, contractors or subcontractors while working on these projects. The firm agrees to hold Columbia Housing harmless from any such claim by its employees, agents, consultants, contractors or subcontractors, unless a Court having jurisdiction finds there is gross negligence of an employee of Columbia Housing while acting within the scope of their employment.

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

6.15 PROOF OF LIABILITY INSURANCE

The successful firm shall furnish to Columbia Housing a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force with Columbia Housing for the duration of the contract and no less than one year thereafter.

6.16 STANDARDS OF CONDUCT

The successful firm shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

6.17 REMOVAL OF EMPLOYEES

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

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

6.18 SUPERVISION

The successful firm shall provide adequate competent supervision at all times during the performance of the contract. To that effect, a qualified consultant and one or more alternates shall be designated in writing to Columbia Housing prior to contract start. The firm or its designated representative shall be readily available to meet with Columbia Housing personnel. The successful firm shall provide the telephone numbers where its representative(s) can be reached.

6.19 PERFORMANCE EVALUATION MEETING

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

6.20 DISPUTES

- a. **Issues Causing Protest.** Any respondents which dispute the reasonableness, necessity, or competitiveness, of the terms and conditions of this solicitation or who has been adversely affected by a decision concerning a notice of intended or actual award, may file a written notice of protest with the Columbia Housing's Chief Executive Officer.
- b. **Filing the Protest.** The respondents must first advise Columbia Housing's SVP of Development in writing within 10 days after receipt of the bid solicitation or intended or actual notice of award of his intent to file a formal written notice.
- c. **Content of Formal Written Notice.** The formal written notice should be printed, typewritten, or otherwise duplicated in legible form. The formal written notice of protest should contain the information that follows:
 - (1) The name and address of the respondent filing the protest and an explanation of how his substantial interests have been affected by the bid solicitation or by Columbia Housing's notice of intended or actual award.
 - (2) A statement of how and when the respondents filing the protest received notice of the bid solicitation or notice of intended or actual award.

- (3) A statement of all issues of disputed material fact. If there are none, the protest must so indicate.
- (4) A concise statement of the ultimate facts alleged, as well as Columbia Housing's policies, which entitle the Respondents filing the protest to relief.
- (5) A demand for relief the Respondents deems they are entitled.
- (6) Any other information, which the Respondents contends, is material.

- d. **Response to Protest.** Upon receipt of a timely filed Notice of Protest and meeting the above requirements, the solicitation process, or award process will be stopped until the protest is resolved. The Columbia Housing Chief Executive Officer may set forth in writing particular facts and circumstances which require continuance of the solicitation process on an emergency without the above mentioned delay in order to avoid material increased costs or immediate or serious danger to health, safety or welfare. This written documentation will specifically detail the facts underlying the Chief Executive Officer's decision and will constitute final agency action.
- e. **Informal Resolution.** Upon receipt of the formal written notice of protest or intent to protest, the SVP of Development will attempt to resolve the protest on an informal basis. The SVP of Development will have ten days after receipt of the formal written protest to resolve it through mutual agreement. If the protest is not resolved by mutual agreement within the required time, the formal written protest will be referred to the CEO.
- f. **Resolution.** The CEO may request such information pertaining to the matter, as he/she deems appropriate. Within thirty days of the date that the formal written protest is referred to him/her, the CEO will notify the Respondents making the protest of his/her decision.

6.21 FEDERAL, STATE AND LOCAL REPORTING COMPLIANCE

The firm shall provide such financial and programmatic information as required by Columbia Housing to comply with all Federal, State and local law reporting requirements.

6.22 NONDISCRIMINATION

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

6.23 SECTION 3 CLAUSE

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

6.24 PROJECT PERSONNEL

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

6.25 PAYMENT

To the extent required and pursuant to the schedule of deliverables in accordance with the final Development Agreement negotiated by the parties Columbia Housing shall make periodic payments for services provided as required under its agreement with the Developers.

6.26 NOTICES

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

6.27 CANCELLATION

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

6.28 LAWS

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

6.29 CONTRACT DOCUMENTS

Written contract documents will be prepared by Columbia Housing. Modifications may be adopted based on final negotiations and specific requirements of the contract under this particular RFQ.

6.30 TRAVEL

All travel and miscellaneous expenses will be borne by the firm.

6.31 CONTRACT AWARD

The Developers Contract as described in this document shall be subject to the approval of the Columbia Housing Board of Commissioners.

REQUEST FOR QUALIFICATIONS

DEVELOPMENT PARTNERS

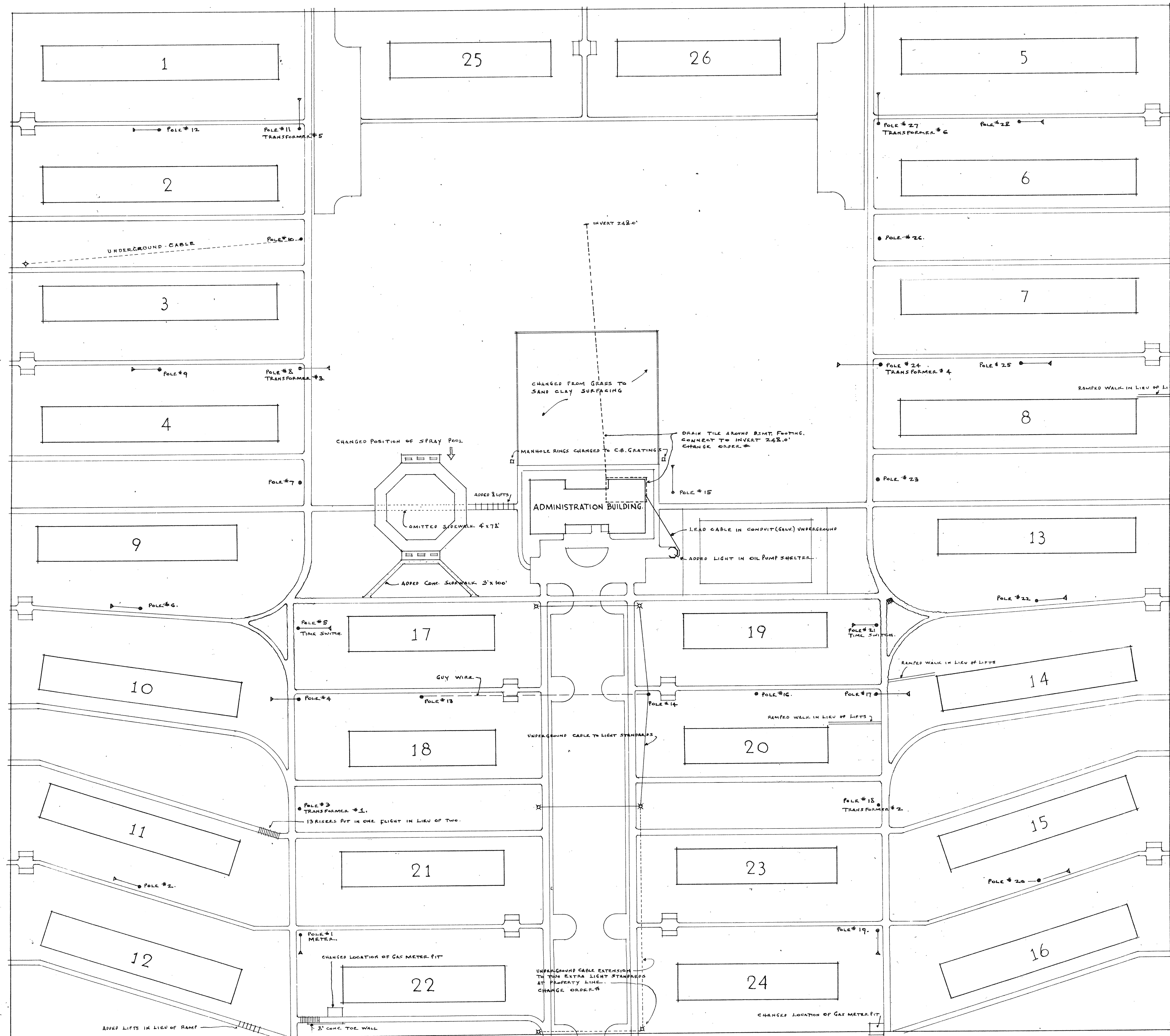
ATTACHMENTS

1. Allen Benedict Court Site Plan
2. Housing Choice Voucher Payment Standards and Utility Allowances
3. Section 3 Policy

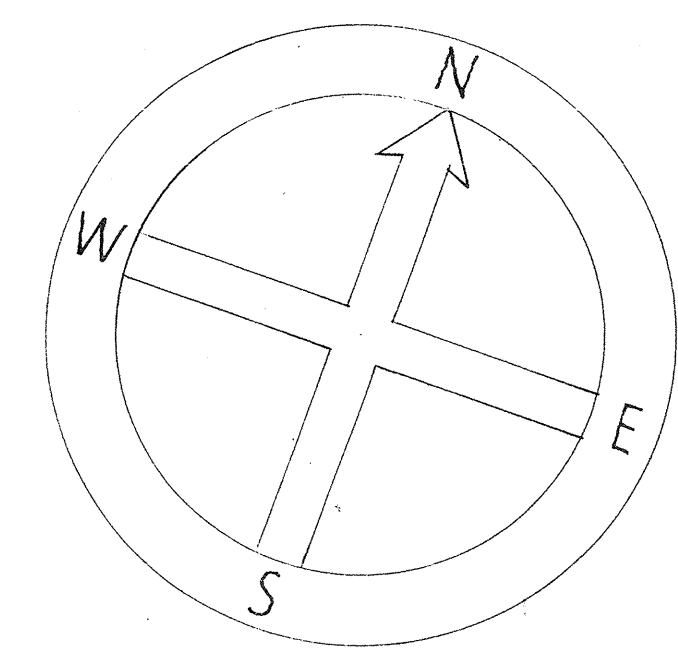
CALHOUN STREET

HARDEN STREET

OAK STREET



LAUREL STREET

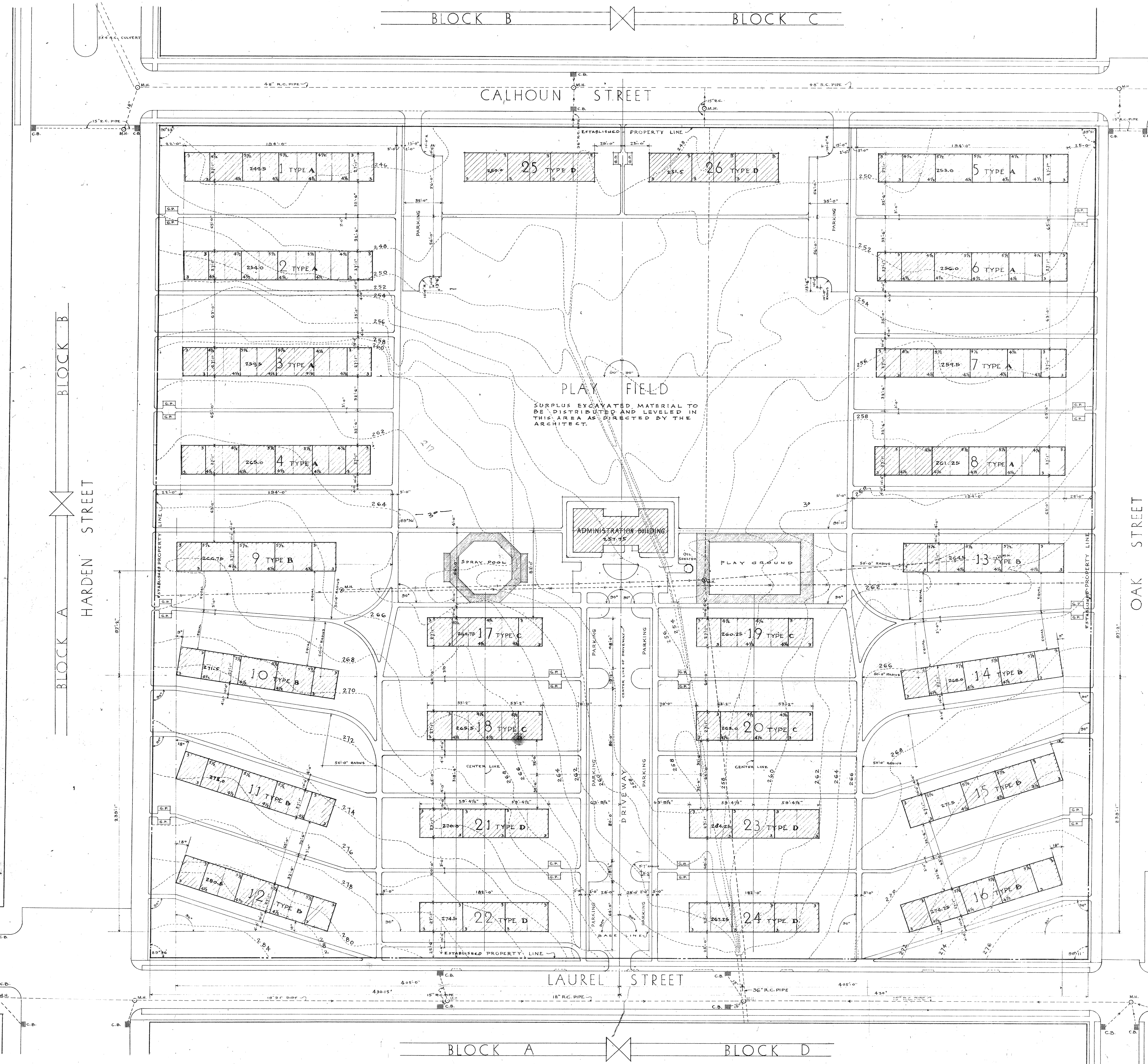


AS BUILT DRAWING

SHEET TITLE		SCALE	
SITE PLAN		1" = 40'	
ALLEN-BENEDICT COURT LOW RENT HOUSING PROJECT, COLUMBIA, S. C. 22 DEVELOPED BY THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, S. C. UNDER LEASE CONTRACTS WITH UNITED STATES HOUSING AUTHORITY			
CHECKED:	APPROVED BY:	DATE:	DATE:
DEC-1940	UNITED STATES HOUSING AUTHORITY		
REVISIONS:	APPROVED BY:	DATE:	DATE:
	THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, S. C.		
	CHAIRMAN:	DATE:	
	JAMES E. BROUHAERT		
	REGISTERED ARCHITECT		
	COLUMBIA, S. C.		
	ARCHITECT:	DATE:	

24 Units to
 1-13 10
 1-2 8
 1-0 6

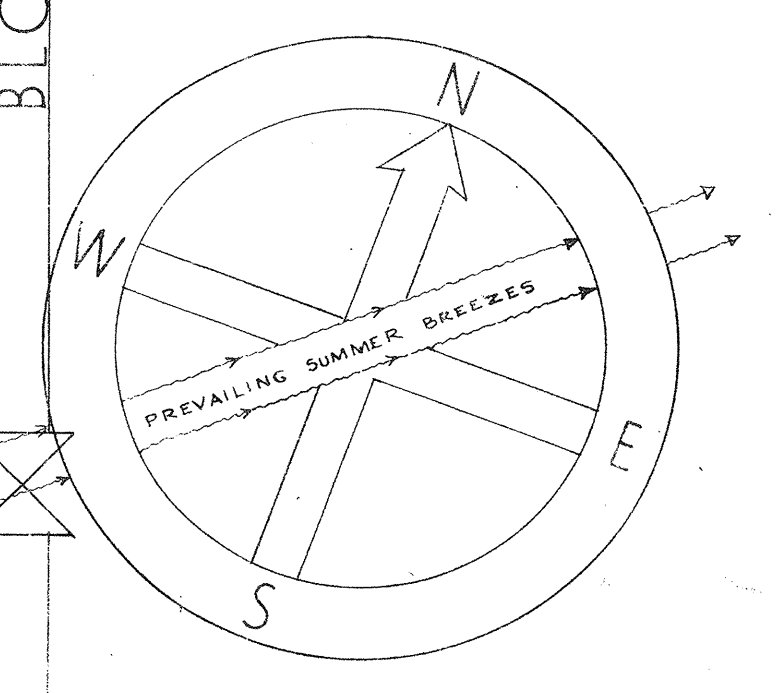
9 - 10 units 90
 # 11 units 90



- SCHEDULE G BUILDINGS -

BUILDING NUMBERS	3 ROOM FLATS	4 1/2 ROOM ROW HOUSE UNITS	5 1/2 ROOM ROW HOUSE UNITS	UNITS	BLDGS.			
1 2 3 4 5 6 7 8	32	48	16	96	8			
9 10 11 12 13 14 15 16	32	24	24	80	8			
17 18 19 20	16	16		32	4			
21 22 23 24 25 24	36			36	6			
TOTALS	116	47.5%	88	36.1%	40	164%	244	26
ROOM TOTALS	348 ROOMS	396 ROOMS	220 ROOMS	964 ROOMS				
AVERAGE NUMBER OF ROOMS PER DWELLING UNIT = 3.96								

GRAPHIC SCALE
 SCALE: 1/4" = 1'-0"



NOTES:
 1. IF THE DIMENSIONED LOCATION OF ANY BUILDING BE SUCH THAT PROXIMITY TO UNFORESEEN NATURAL OBSTRUCTIONS OR EXISTING TREES REQUIRE MINOR ADJUSTMENTS TO ACCOMPLISH THE INDICATED RELATIONSHIP, THE CONTRACTOR SHALL CONSULT THE ARCHITECT FOR INSTRUCTIONS IN MAKING THE PROPER ADJUSTMENTS ACCORDING TO THE SPECIFICATIONS.
 2. THE WORK ON THIS SITE UNDER THE GENERAL CONTRACT IS LIMITED TO THE AREA WITHIN THE ESTABLISHED PROPERTY LINE WITH THE FOLLOWING EXCEPTIONS:
 1. ALL CONCRETE WALKS AND PAVEMENTS SHALL EXTEND BEYOND THE ESTABLISHED PROPERTY LINE TO THE LINE OF THE CITY SIDEWALK.
 2. ALL SANITARY AND STORM SEWERS, WATER LINES, GAS PIPING SHALL EXTEND BEYOND THE ESTABLISHED PROPERTY LINE AND CONNECT WITH CITY AND UTILITY LINES OUTSIDE THE ESTABLISHED PROPERTY LINE.
 3. CONNECTION OF PAVED DRIVEWAYS TO CITY STREETS, OUTSIDE ESTABLISHED PROPERTY LINE, SHALL BE DONE IN ACCORDANCE WITH NOTES ON THE BLOCK PLANS.

DESIGN OF STREETS, DRIVEWAYS, PAVING, CURBING AND WALKS DEDICATED FOR PUBLIC USE AND LAYOUT OF ALL UTILITIES IN PUBLIC RIGHTS-OF-WAY ARE HEREBY APPROVED BY THE CITY OF COLUMBIA, S.C.

W. Stomlinson
 W. STOMLINSON, CITY ENGINEER

SHEET TITLE: **SITE PLAN**

ALLEN-BENEDICT COURT
 LOW RENT HOUSING PROJECT, COLUMBIA, S. C. 22

DEVELOPED BY THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, S. C.
 UNDER LEASE CONTRACT WITH UNITED STATES HOUSING AUTHORITY

CHECKED BY: H-1306	APPROVED BY: UNITED STATES HOUSING AUTHORITY	SCALE: 1/4" = 1'-0"
DATE: 11-12-39	ADMINISTRATOR: DWP	SHEET No. A
REVISIONS:	APPROVED BY: THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, S.C.	DATE: 11/17/39
	<i>James B. Broghart</i>	2

**COLUMBIA HOUSING
HOUSING CHOICE VOUCHER PROGRAM
PAYMENT STANDARDS**

HUD FMR AND CH PAYMENT STANDARDS EFFECTIVE 10-1-2020						
Bedroom Size	0	1	2	3	4	5
HUD 2021 FMR (10/1/20)	\$782	\$845	\$963	\$1,236	\$1,527	\$1,756
CH PAYMENT STANDARDS	\$860	\$930	\$1,059	\$1,360	\$1,680	\$1,932
Percent of HUD FMR	110%	110%	110%	110%	110%	100%
EXCEPTION RENT (VASH)	\$938	\$1,014	\$1,156	\$1,483	\$1,832	\$2,107

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: Columbia Housing Authority, SC		Unit Type: High-Rise/Garden/Apartment				
Utility or Service:	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances						
Heating						
a. Natural Gas	\$17.00	\$21.00	\$23.00	\$25.00	\$28.00	\$30.00
b. Bottle Gas/Propane						
c. Electric (avg)	\$10.00	\$12.00	\$15.00	\$18.00	\$21.00	\$24.00
d. Electric Heat Pump (avg)	\$9.00	\$10.00	\$12.00	\$13.00	\$15.00	\$16.00
e. Oil						
Cooking						
a. Natural Gas	\$4.00	\$4.00	\$6.00	\$7.00	\$10.00	\$11.00
b. Bottle Gas/Propane						
c. Electric (avg)	\$4.00	\$5.00	\$7.00	\$10.00	\$12.00	\$14.00
Other Electric & Cooling						
Other Electric (Lights & Appliances)(avg)	\$16.00	\$19.00	\$27.00	\$34.00	\$42.00	\$49.00
Air Conditioning (avg)	\$11.00	\$13.00	\$18.00	\$23.00	\$28.00	\$33.00
Water Heating						
a. Natural Gas	\$7.00	\$8.00	\$12.00	\$17.00	\$21.00	\$24.00
b. Bottle Gas/Propane						
c. Electric (avg)	\$10.00	\$12.00	\$15.00	\$18.00	\$22.00	\$25.00
d. Oil						
Water, Sewer, Trash Collection						
Water (avg)	\$23.00	\$23.00	\$30.00	\$36.00	\$43.00	\$49.00
Sewer (avg)	\$41.00	\$41.00	\$43.00	\$45.00	\$46.00	\$48.00
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A
Tenant-supplied Appliances						
Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Other--specify: Monthly Charges						
Electric Charge \$37.44 (avg)	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00
Natural Gas Charge \$11.55	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Actual Family Allowances		Utility or Service		per month cost		
To be used by the family to compute allowance. Complete below for the actual unit rented.		Heating		\$		
		Cooking		\$		
Name of Family		Other Electric		\$		
		Air Conditioning		\$		
		Water Heating		\$		
		Water		\$		
Address of Unit		Sewer		\$		
		Trash Collection		\$		
		Range / Microwave		\$		
		Refrigerator		\$		
		Other		\$		
		Other		\$		
Number of Bedrooms		Other		\$		
		Total		\$		



Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality: Columbia Housing Authority, SC		Unit Type: Row House/Townhouse/Semi-Detached/Duplex				
Utility or Service:	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances						
Heating						
a. Natural Gas	\$23.00	\$28.00	\$30.00	\$33.00	\$36.00	\$39.00
b. Bottle Gas/Propane						
c. Electric (avg)	\$15.00	\$17.00	\$21.00	\$25.00	\$29.00	\$32.00
d. Electric Heat Pump (avg)	\$10.00	\$12.00	\$15.00	\$16.00	\$18.00	\$20.00
e. Oil						
Cooking						
a. Natural Gas	\$4.00	\$4.00	\$6.00	\$7.00	\$10.00	\$11.00
b. Bottle Gas/Propane						
c. Electric (avg)	\$4.00	\$5.00	\$7.00	\$10.00	\$12.00	\$14.00
Other Electric & Cooling						
Other Electric (Lights & Appliances)(avg)	\$21.00	\$24.00	\$34.00	\$43.00	\$52.00	\$62.00
Air Conditioning (avg)	\$11.00	\$13.00	\$22.00	\$31.00	\$40.00	\$49.00
Water Heating						
a. Natural Gas	\$10.00	\$11.00	\$16.00	\$21.00	\$25.00	\$30.00
b. Bottle Gas/Propane						
c. Electric (avg)	\$13.00	\$15.00	\$19.00	\$23.00	\$27.00	\$31.00
d. Oil						
Water, Sewer, Trash Collection						
Water (avg)	\$23.00	\$23.00	\$30.00	\$36.00	\$43.00	\$49.00
Sewer (avg)	\$41.00	\$41.00	\$43.00	\$45.00	\$46.00	\$48.00
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A
Tenant-supplied Appliances						
Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Other--specify: Monthly Charges						
Electric Charge \$37.44 (avg)	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00
Natural Gas Charge \$11.55	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Actual Family Allowances		Utility or Service		per month cost		
To be used by the family to compute allowance. Complete below for the actual unit rented.		Heating		\$		
		Cooking		\$		
Name of Family		Other Electric		\$		
		Air Conditioning		\$		
		Water Heating		\$		
		Water		\$		
Address of Unit		Sewer		\$		
		Trash Collection		\$		
		Range / Microwave		\$		
		Refrigerator		\$		
		Other		\$		
		Number of Bedrooms		Other		\$
		Total		\$		



adapted from form HUD-52667
(7/2019)

TRAINING AND EMPLOYMENT OF SECTION 3 HIRES

Qualified Applicants

Through its Resident Services Programs, Columbia Housing will work with Service Partners that offer job readiness programs and training in day-to-day employment skills and apprenticeship programs to establish a pool of qualified applicants for referral to contractors procured by Columbia Housing.

The Resident Services Staff will identify and maintain a list of Section 3 Residents interested in employment and training opportunities. Columbia Housing will conduct preliminary screening of all applicants referred to contractors. This screening shall include a criminal background check and a drug screening, as applicable. Columbia Housing will match applicant skills to the available Section 3 positions and issue a formal referral to the corresponding contractor.

Applicants for available positions shall be referred in the order listed below.

1. Current or former residents of the property where the work is to be performed. Former residents are defined as individuals listed on a CH lease agreement at the time the property was vacated.
2. Current residents of other properties owned by Columbia Housing.
3. Participants of the Housing Choice Voucher Program administered by Columbia Housing.
4. Other qualified Section 3 residents of the City of Columbia.
5. Other qualified Section 3 residents of Richland County.
6. Other qualified Section 3 residents of Lexington County.

Contractor Requirements - Section 3 Employees.

Contractors and subcontractors shall be required to submit a notice of intent to comply with the Section 3 regulations within all contracts. The notice is to be sent to Columbia Housing Resident Services Department. The notice is also to be posted in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference. The notice shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and the name and location of the persons receiving the referrals for each of the positions, and the anticipated date the work shall begin.

The contractor shall, to the greatest extent feasible, give preference to Section 3 Residents when hiring any full-time employee for permanent, temporary or seasonal employment under the contract. Contracts in excess of \$250,000 shall have an establishment number of Section 3 positions to be created under the contract. The contractor will be deemed to be in compliance with the training and employment requirements of the Section 3 Policy if 50% or the stated number in the applicable solicitation or contract, of new hires are Section 3 Residents from Columbia Housing communities or programs. The contractor is responsible for complying with the requirements of this policy in its own operations and for assuring compliance in the operations of its subcontractors.

Contract Preference for Section 3 Business Concerns.

The contractor shall, to the greatest extent feasible, give preference to Section 3 Business Concerns when entering into any contract for the work of the Project. The Contractor will be deemed to be in compliance with the contract preference for Section 3 Business Concerns if it commits to award to Section 3 Business Concerns at least 30% of the total dollar amount of the Contract.

Certifications and Assurances

The form of contract executed by Contractors/Subcontractors will include the requirements set forth in this policy.

Marketing Efforts

Columbia Housing will market the Section 3 policies to Residents and Program Participants through posting of information on its website; posting of notices at CH offices and developments; and issuance of flyers describing employment and training opportunities.

CH will also provide notices at strategic locations within the community where people gather (i.e., schools recreational facilities, and area churches). CH will also inform community leaders, contractors, political leaders and interested community organizations of the Section 3 and MBE/WBE hiring commitments.

Reporting

The contractor shall submit to CH a completed Monthly Employee/Business Concern Utilization Report in a format determined by CH each month throughout the contract period. The contractor shall promptly provide to CH at its request, any such other information or reports which CH may require and shall permit access to the job site and to any books, records, accounts and/or other material deemed by CH to be necessary to monitor the contractor's compliance with this Policy.

Termination

The contractor or any of its subcontractors may terminate the employment of a Section 3 Resident or the contract of a Section 3 Business Concern for good cause, provided that the contractor or subcontractor first notifies CH in writing of the proposed termination and the specific reasons for dismissal. If any Section 3 Resident employed by the contractor or a subcontractor pursuant to this Provision leaves or is terminated from such employment, or if any Section 3 Business Concern fails to perform under its contract or its contract is terminated, CH shall require the contractor and/or its subcontractor to employ another Section 3 Resident or contract with another Section 3 Business Concern in order to remain in compliance with the requirements of this Policy.

Department of Labor Requirements

Contractors subject to the Section 3 Resident Employment Provision are also required to comply with Executive Order 11246, as amended by Executive Order 12036 and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally-assisted construction contracts.

Sanctions

If contractors or subcontractors do not comply with Section 3 mandates, CH will address the issues promptly. All sanctions against any contractor should be based on language in the signed contract.

Performance Standards

On each construction job site, it is expected from the contractor/subcontractors, that all referred and hired Section 3 Residents will be treated with the same respect and consideration that is demonstrated toward non-Section 3 Residents.

At no time should there be any disparity in hours worked per day, nor days worked per week, unless both contractor and employee agree upon it. Violation of these performance standards by the general contractor and its subcontractors will be interpreted as violation of contract agreement.

Payment in Lieu of Section 3 Hires

If a contractor is unable to meet the required Section 3 goals specified under their contract or in this policy, for any of the following reasons, Columbia Housing, at its sole discretion may approve a payment in lieu of Section 3 hires.

1. There are no new hires throughout the life of the contract.
2. The contract is of a highly technical nature and requires a high level of technical knowledge and/or skills for which there are no qualified Section 3 applicants.
3. CH Resident Services has been unable to provide referrals with the necessary skills for the available positions under the contract and the Contractor has made every effort to identify qualified Section 3 applicants.

The payment in lieu of Section 3 hires shall apply to all contracts in excess of \$10,000 and shall be 3% of the total contract amount. All funds received under the Payment in Lieu of Section 3 hires shall be directed restricted for the Resident Services Department and shall be utilized solely for job readiness and employment training for Columbia Housing residents or program participants.

REQUEST FOR QUALIFICATIONS

DEVELOPMENT PARTNERS

FORMS

1. Acknowledgement of Addenda
2. Non-Collusive Affidavit
3. Piggy-Back Clause Authorization
4. HUD 50071 – Certification of Payments to Influence Federal Transactions
5. HUD 5369A – Representations, Certifications and Other Statements of Bidders
6. HUD 5369B – Instructions to Offerors Non Construction
7. HUD 5370C – General Conditions for Non-Construction Contracts

**COLUMBIA HOUSING
REQUEST FOR QUALIFICATIONS
DEVELOPMENT PARTNER(S)**

ACKNOWLEDGEMENT OF ADDENDA

The undersigned offeror hereby acknowledges that they have checked the Columbia Housing website: <https://www.columbiahousing.org/> for all addenda issued related to the Request for Qualifications, Development Partner(s)

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Name of Firm: _____

Name of Authorized Representative: _____

Signature: _____ Date: _____

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

(Prime Bidder)

State of (_____)ss.

County of (_____)

being first duly sworn deposes and says:

That he is _____
(a partner or officer of the firm of, etc.)

that party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or of that of

City of Columbia, South Carolina or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and sworn to before me

this _____ day of _____ 20_____.

My Commission expires _____ 2_____.

Signature: _____

PIGGYBACK CLAUSE FORM

Piggybacking is when an existing contract is used by another governmental agency to acquire the same commodities or services at the same or lower price from another public entity contract.

Columbia Housing shall permit Piggybacking on all contracts resulting from a formal solicitation including a Competitive Bid; a Request for Proposals and/or a Request for Qualifications under the following provisions.

For the term of the contract period resulting from this solicitation and any mutually agreed upon extensions pursuant to this request for goods and/or services, at the option of the vendor, other Public Housing Authorities, any public corporation or agency, including any town, city, county, or state agency, may purchase or contract for the same goods and/or services identified upon the same terms and conditions or such terms and conditions as may be negotiated with the vendor pursuant to the applicable joint, permissive and interstate cooperative procurement statutes of the location in which such public corporation or agency is located.

Acceptance or rejection of this clause will not affect the outcome of this solicitation.

_____ *(Initial)* Vendor hereby grants the Piggyback option for this solicitation.

_____ *(Initial)* Vendor does not grant the Piggyback option for this solicitation.

Vendor: _____

Name of Authorized Representative: _____

Signature: _____ Date: _____

Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

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

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- [] Black Americans
- [] Asian Pacific Americans
- [] Hispanic Americans
- [] Asian Indian Americans
- [] Native Americans
- [] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

ACKNOWLEDGEMENT:

Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

ACKNOWLEDGEMENT:

Authorized Representative: _____ **Title:** _____

Signature: _____ **Date:** _____