

Request for Qualifications (RFQu)



Interior Design Services

RFQu-2021-9/2030

**Due Date: October 12, 2021
2:00 p.m. Local Time**

**Julia A. Gibbs
Procurement Coordinator**

TENTATIVE SCHEDULE OF EVENTS

Task	Date	Time (ET)
RFQu Issuance Date	09/27/2021	4:00 p.m.
Non-Mandatory Pre-Submittal Meeting	10/04/2021	2:00 p.m.
Last Day to Submit Questions	10/08/2021	2:00 p.m.
Answer Deadline	10/11/2021	2:00 p.m.
Submittal Deadline	10/12/2021	2:00 p.m.
Tentative Project Start Date	10/18/2021	

Instructions for the Non-Mandatory Pre-Submittal Meeting:

Join Zoom Meeting

<https://us06web.zoom.us/j/87924310023?pwd=dmpNYUdsdTdJRmFzbW11YkVyM3N1UT09>

Meeting ID: 879 2431 0023

Passcode: 358753

One tap mobile

+13017158592,,87924310023# US (Washington DC)

+13126266799,,87924310023# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 720 707 2699 US (Denver)

Meeting ID: 879 2431 0023

Find your local number: <https://us06web.zoom.us/u/khUO5TpIw>

At a minimum, 30 minutes before the scheduled pre-submittal meeting, each participant shall provide their Name, Business/Organization, Telephone Number, and Email address. Information shall be provided to jgibbs@columbahousing.org and copy adalenburg@columbiahousing.org.

Questions

All questions must be submitted in writing only to Julia A. Gibbs jgibbs@columbiahousing.org

Submittal

All responses to this RFQu must be submitted via e-mail to Julia A. Gibbs jgibbs@columbiahousing.org

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I. INTRODUCTION

The Housing Authority of the City of Columbia SC (Columbia Housing) has embarked on an aggressive plan to reposition our real estate portfolio.

Repositioning is a mechanism through which properties are removed from the federal public housing restrictions and converted to project-based rental assistance allowing access to private capital for renovation and redevelopment.

Decreased federal funding has resulted in a backlog of capital needs for public housing across the country of over \$60 Billion. Columbia Housing estimates our capital needs at over \$500,000 million.

Through a combination of tax-exempt bonds, federal and state tax credit equity, private mortgage funds, and limited soft secondary financing, Columbia Housing will touch every property in our inventory over the next 1 to 8 years.

Our real estate repositioning strategy will improve the quality of affordable housing and assure there is no loss of affordable housing units in our community. Our strategy will ultimately expand the number of affordable housing units to serve our community.

COLUMBIA HOUSING AFFORDABLE HOUSING PORTFOLIO

Public Housing Portfolio 1998	2,911 units
Public Housing Portfolio 2021	1,684 units
Vision 2030 Units to be Eliminated	(323 units)
Vision 2030 Public Housing Converted	1,361 units

2030 TOTAL PUBLIC HOUSING = 0 UNITS

VISION 2030 NEW DEVELOPMENT = 1,550 UNITS

2030 TOTAL AFFORDABLE HOUSING = 2,911 UNITS

Through a formal solicitation process, we have selected 8 Development Partners that will work with Columbia Housing in the redevelopment of existing properties and in the development of new replacement projects.

II. SCOPE OF SERVICES

The selected Interior Design Team under this solicitation will be required to complete all tasks customary and necessary to carry out large interior design projects. These tasks may include and are not limited to the tasks describe below.

The deliverables shall include, but are not limited to the ability to review and evaluation of floor plans focusing on the following:

- Develop Interior Design
- Community Spaces
- Common Areas
- Interior Color Selections
- Flooring
- FF&E Purchasing and Installation
- Computer Labs
- Fitness Centers
- Specifications

III. MANDATORY REQUIREMENTS AND SUBMITTAL FORMAT

Respondents must address all of the minimum requirements required in this RFQu and may include any additional information that the Respondent deems pertinent to the understanding and evaluation of the submittal.

Submittals shall include the following information divided by tabs:

A. Cover Page

Provide a cover page that includes: Company Name, Address, Point of Contact (Email Address and Phone Number), Date of submission, and **RFQu-2021-9/2030 Interior Design**.

B. Cover Letter and Company Overview

The cover letter must include the following:

- a. Name of primary point of contact
- b. Physical address
- c. Telephone number
- d. Email
- e. Company website address

- f. Provide designation of South Carolina State or Federal Certification Participation Program (Small Business, Local Business Enterprise (LBE), Women-Owned, Minority, Veteran-Owned, Disadvantaged or Historically Underutilized Business), if applicable
- g. Company overview
- h. List of all offices and addresses
- i. Number of employees (retained consultants, subcontractors, and any other contract employees must be noted separately)
- j. Number of years that the company has provided the services required herein
- k. Statement of Interest

C. Executive Summary

Provide an explanation as to why the Respondent is the best qualified to provide the services requested by Columbia Housing. This should include any highlights, benefits, conclusions, assumptions, or general recommendations of the qualifications.

D. Experience, Qualifications and Technical Competence

Provide evidence necessary to demonstrate that the Respondent meets the qualifications herein. If the following items are not evidence in your response, your proposal may be deemed non-responsive.

- a. General Qualifications of Company/Firm - a minimum of 10 years experience with architecture and engineering design of residential and residential common areas.
- b. Qualification and experience of company (to include resumes and experience with different design projects).
- c. Qualifications and relevant experience of the key individuals (Prime and Subcontractors) for areas providing services.
- d. Qualifications and Acknowledgement of the proposed use of Subcontractors, if applicable.
- e. Previous project experience for at least three (3) projects which is related to the services in this RFQu obtained within the last five (5) years. Pertinent information (type of Agreement work, Agreement amount, and list of proposed team members that had key roles and what those roles were) included.
- f. Project teams' experience working together on past projects obtained within the last five (5) years.
- g. Experience of the Project Manager delivering similar projects, managing similar project teams, and providing project deliverables for multiple project areas obtained within the last five (5) years.

E. Proposed Project Approach and Availability

Provide a detailed description of the proposed approach to the project toward meeting the *Scope of Services*. The Respondent also shall outline its current and projected workload over the next thirty-six (36) months and state its commitment to provide the requested services.

F. Past Performance of Similar Projects

The Respondent must provide an analysis of past projects of similar nature and complexity as listed in the scope of services within the past 5 years. Pertinent information (type of Agreement work, Agreement amount, and list of proposed team member which had key roles and what those roles were) shall be included.

Within the analysis of each project, the Respondent shall include details of “lessons learned” within the project where challenges existed and how they were overcome

The Respondent must provide Appendix - *Reference Questionnaire*, to at least three (3) references for similar work within the past five (5) years. A questionnaire may be provided from Columbia Housing which may be used as a fourth reference, if applicable.

References should be specific to a project managed by the proposed project manager. Reference information should be current and include complete contact information (company name, contact person’s name and signature, address, direct phone number and e-mail address) for individuals with knowledge of the Respondents completed work on projects that are substantially similar to the services outlined in this RFQu.

The questionnaire must be completed and returned by the company (individual) providing the reference by the date and time provided herein for submitting responses to this Request for Qualifications.

Reference Questionnaires must be emailed to: jgibbs@columbiahousing.org no later than October 12, 2021 by 2:00 p.m.

G. Work Sample

The Respondent must provide three (3) samples of work that demonstrate your firm’s prior experience and ability to successfully perform the work. These work samples should be for projects where references are provided. Work Samples should include pictures of completed projects whenever possible.

For each work sample, the Respondent shall indicate the roles and responsibilities of their project team member(s) for the relevant project, and may include a brief narrative regarding why the Respondent feels the project is relevant to the Columbia Housings project.

If the file size for work samples is too large, it is acceptable to provide a hyperlink to work samples. Respondent must ensure the hyperlink is accessible and working.

H. Staff Hourly Rates

The Staff Hourly Rates must be submitted in a separate sealed envelope. The envelope must have the Respondent’s name, the project name and the RFQu number prominently displayed, together with the words "STAFF HOURLY RATES."

Complete and return the Staff Hourly Rate sheet, Appendix – *Staff Hourly Rates*. Rates must include all costs associated with the Scope of Services (Section II) and terms and conditions as outlined in this RFQu, Exhibit – *Sample Contract (Terms and Conditions)*. Please provide a brief description of each category, including years of experience, certification, etc. Add additional categories if not provided in the rate sheet.

I. Financial Stability

All respondents must provide a Financial Statement of Responsibility. This should also include Balance Sheets and Statement of Net Income/Profit and Loss Statement for the last 3 financial audit periods in a separate sealed hand delivered/mailed envelope.

J. Appendices

The following selected appendices must be submitted with your response:

- Organizational Conflict of Interest Statement
- Prime Business Information Statement
- Qualification Statement – Local Business Enterprise
- Business Information Record for Subconsultants/Subcontractors
- Small, Minority, Women-Owned Business Objectives and Labor Surplus Utilization Plan
- Staff Hourly Rates
- Non-Collusion Affidavit
- Reference Questionnaire
- Litigation Claim/History
- Certification

K. WMBE and Subcontractor Participation

Provide the estimated DBE percentage of participation and sub-consultant participation

IV. EVALUATION CRITERIA

Columbia Housing Capital Asset Department will evaluate based on the information presented in the response package and on an analysis of other available information. Columbia Housing may conduct investigations or interviews as it deems necessary to assist in the evaluation of submittals and to establish the qualifications of Respondents and team members proposed by each Respondent.

If deemed necessary for the purposes of short-listing, Columbia Housing reserves the right to request additional information from any or all Respondents and any team members proposed by Respondents.

The evaluation committee will review each submittal based upon the evaluation criteria below to evaluate the SOQs.

Evaluation Criteria	
<p>Experience, Qualifications, and Technical Competence – <i>Mandatory</i></p> <ol style="list-style-type: none"> a. General Qualifications of Company/Firm - a minimum of 10 years experience with architecture and engineering design of residential and community areas. b. Qualification and experience of company (to include resumes and experience with different design projects). c. Qualifications and relevant experience of the key individuals (Prime and Subcontractors) for areas providing services. d. Qualifications and Acknowledgement of the proposed use of Subcontractors, if applicable. e. Previous project experience for at least three (3) projects which is related to the services in this RFQu obtained within the last five (5) years. Pertinent information (type of Agreement work, Agreement amount, and list of proposed team members that had key roles and what those roles were) included. f. Project teams' experience working together on past projects obtained within the last five (5) years. g. Experience of the Project Manager delivering similar projects, managing similar project teams, and providing project deliverables for multiple project areas obtained within the last five (5) years. <p>In addition to the qualifications listed above, it is <i>preferred</i> that Respondents have the experience to include:</p> <ul style="list-style-type: none"> • Experience designing projects that are able to be constructed within the approved budget. 	Max. 40%
<p>Past Performance, References and Work Samples</p> <ol style="list-style-type: none"> a. Review of past performance on projects of similar nature and complexity as the proposed project; b. Review of References questionnaires c. Review of Work Samples 	Max. 30%

<p>Firms Approach and Schedule</p> <p>Provide a detailed description of the proposed approach to the project toward meeting the <i>Scope of Services</i>. The proposed approach shall include but not be limited to the following:</p> <ul style="list-style-type: none"> • Provide your firm’s approach in providing Interior Design services to successfully complete Columbia Housing desired design and revitalization, including projected timeline for design and installation. • Provide a general proposed schedule with your response. <p>The Respondent shall outline its current and projected workload over the next thirty-six (36) months and state its commitment to provide the requested services.</p> <p>Detail how the firm will minimize the impact on Columbia Housing staff and meeting the needs of a comprehensive approach.</p>	<p>Max 25%</p>
<p>Financial Responsibility</p> <p style="text-align: center;">To be evaluated by the Finance Department</p>	<p>Max 5%</p>

V. AWARD CRITERIA

It is in the sole discretion of the Columbia Housing to determine the award method. Columbia Housing intends to award the highest ranked, responsive, and responsible Respondent whose response is determined to be the most advantageous to the Columbia Housing. Submittals must be responsive to all requirements.

Submittals will be evaluated per criteria listed herein by the Capital Asset Department. A list of the top rated responses (short list) may recommend for possible interviews and/or demonstrations. Firms may or may not be interviewed and the Columbia Housing reserves the right to conduct interviews and/or demonstrations at its sole discretion. Columbia Housing reserves the right to conduct an interview and/or demonstration in cases where the determination is to award solely on the basis of the top rated, most responsive firm, without short listing.

In the event Columbia Housing moves to an interview, interviews will be scored separately (see sample interview rating below). The highest ranked firm will be selected through the combined total score of their technical score (solicitation response) and interview score.

Negotiations:

Upon selection of the highest ranked Responder, Columbia Housing has sole discretion to negotiate with the chosen firm.

VI. PROCUREMENT POLICIES AND STANDARDS

A. Procurement Process

The RFQu is not a bid. Columbia Housing reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFQu, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the Columbia Housing.

B. Contact Period

This contract is for a three (3) year term and may be extended for up to two (2) additional one (1) year term.

Confidentiality

Unless otherwise required by law, and until the public opening of the proposals, all information, materials and other documents submitted by a Respondent shall not be released or made available to any person or entity except Columbia Housing representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to Columbia Housing by a Respondent will not be disclosed if the Respondent visibly marks each part of the response that the Respondent considers confidential, financial or proprietary information with the word "Confidential."

C. Respondent's Duty to Inspect, Advise and Declare All Costs

Each Respondent shall become fully acquainted with the Columbia Housings requirements and the scope of the services to be provided. Respondents have a duty to request any information from the Columbia Housing as it deems necessary to prepare the RFQu. Such requests shall be made in compliance with Paragraph B of this section. No contract amendment will be granted or additional compensation permitted if it is based upon information that the Respondent knew, or should have known, as part of the Respondent's duty to become acquainted with the Columbia Housings circumstances and requirements.

D. Time for Receiving Statement of Qualifications

Proposals submitted online prior to the time of opening will be kept unopened. The official whose duty it is to open them when the specified date and time has arrived, and no proposals there-after will be considered.

E. Acceptance and Rejection

Any submittals that do not conform to the essential requirements of the RFQu shall be rejected. Columbia Housing reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. Columbia Housing also reserves the right to accept or reject any or all proposals received in response to this RFQu and to negotiate separately with competing Respondents. Columbia

Housing is not obligated to enter into any contract on the basis of any submittal in response to this RFQu. Columbia Housing reserves the right to request additional information from any firm submitting under this Request for Qualifications if the Columbia Housing deems such information necessary to further evaluate the firm's qualifications.

F. Acceptance Period

Any submittal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the submittal may be withdrawn at the written request of the Respondent if no award has been made. If the RFQu is not withdrawn at that time, the submittal in its entirety, including the price structure, shall remain in effect.

G. Cancellation of Proposals

Proposals may be cancelled prior to the time fixed for opening. Negligence on the part of the Respondent in submitting the proposal confers no right for the withdrawal of the proposal after it has been opened.

H. Respondents Present

At the time fixed for the opening of proposals, their contents will be made public for the information of Respondents and the general public. Respondents will not be permitted to examine the proposals until award is made.

I. Alternate Proposals

Any proposal which does not conform to the specifications contained or referenced in the RFQu may be rejected unless the invitation authorized the submission of Alternate Proposal and the equipment or supplies offered as alternates meet the requirements specified in the invitation.

J. Ambiguous Proposals

Proposals which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.

K. Conflict of Interest; Contingency Fees; Non-Collusion Affidavit

The following terms and conditions regarding Conflict of Interest, Contingency Fees, and Certification of Subcontractors will be included in the Agreement for this project.

1. Conflict of Interest. See Appendix – *Conflict of Interest*. Respondents shall promptly notify the Contract Administrator or Procurement Manager, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Respondent's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such a person may undertake, and request an opinion of Columbia Housing as to whether the association, interest, or

circumstance would, in the opinion of Columbia Housing, constitute a conflict of interest. Columbia Housing will respond to such notification by certified mail within thirty (30) days.

By submitting this proposal, the Respondent certifies that it has no conflict of interest with any employee, agent, elected official or officer of Columbia Housing or any other conflict as may be set forth herein.

2. Prohibition against Contingent Fees. The Respondent warrants that he and his Subcontractor(s) have not employed or retained any company or person other than a bona fide employee working solely for the consultant or Subcontractor(s) to solicit or secure this Agreement and that he and his Subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant or his Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Contract.

For any breach or violation of this provision, Columbia Housing shall have the right to terminate the Agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

3. Non-Collusion Affidavit. See Appendix – *Non-Collusion Affidavit*. More than one proposal from an individual, firm, partnership, corporation, association or related parties under the same or different names will not be considered. If Columbia Housing believes that collusion exists among Respondents, all proposals from the suspected firms will be rejected. “Related parties” means Respondents or the principals thereof, which have a direct or indirect ownership or profit sharing interest in another Respondent.

Respondents shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFQu and any resulting contract.

By responding to this RFQu, Respondents certify that the response is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item, and they certify the knowledge that this would constitute an illegal action.

L. Protest Procedures

1. Right to protest: Any actual or prospective Bidder, Respondent, Respondent, or Subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.
2. Authority to resolve protests: The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in this article, to settle and resolve a protest of an aggrieved Bidder, Respondent, Respondent or Subcontractor, actual or prospective, concerning the solicitation or award of a

contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for Columbia Housing.

3. Decision: If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.
4. Notice of decision: A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
5. Finality of decision: A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the Capital Assets Manager within 10 days of the decision. The protestant may also request an interview with the Capital Assets Manager.
6. Request for review. The request for a review shall not stay the contract unless fraudulent.

M. Assignments

No contract may be assigned, sublet, or transferred without a written consent of Columbia Housing.

N. Default

In case of default, Columbia Housing reserves the right to purchase any or all items and/or services on the open market, charging firm with any excessive costs. Should such charges be assessed, no subsequent bids and/or proposals submitted by the defaulting firm shall be considered until the assessed charges have been satisfied.

O. Non-Appropriations

Any contract entered into by the Offeror resulting from this request for proposal shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

P. Proposal Opening Delay

If it becomes necessary to postpone a proposal opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the proposal opening. When the purchasing agency is closed due to force majeure, proposal opening will be postponed to the same time on the next official business day.

Q. Exceptions

Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by Respondents unless listed on a separate sheet labeled “Exceptions”, and agreed to in writing by Columbia Housing.

R. Non-Discrimination in Contracting Policy

In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor’s operations, including, but not limited to the Contractor’s employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

GLOSSARY OF TERMS

Actual Cost: All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.

Amendment: An agreed upon addition to, deletion from, or correction or modification of a document or contract to revise or change an existing document. It is a formal revision, improvement or correction.

Assignment: Legal transfer of a claim, right, interest or property.

Capability: The ability of a bidder to fulfill the contract at time of award.

Contract: An obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. It is a legally binding promise, enforceable by law between parties with binding, legal and moral force, usually exchanging goods or services for money or other considerations. The term *Agreement* is interchangeably throughout this Request for Qualifications (RFQu) or Request for Proposal (RFQu).

Contractor: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the contractor.

Disadvantaged Business: A business owned or controlled by a majority of persons who are determined to have been deprived of the opportunity to develop and maintain a competitive economic position because of specified social disadvantage. (i.e., Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Disabled-Veteran-Owned Business Enterprise, and Small Business Enterprise)

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Mandatory Requirements (Conditions): Conditions set out in the specifications/statement of work that must be met without alteration. Not meeting mandatory requirements may be grounds for disqualification.

Respondent: The person/entity who submits a Statement of Qualification (SOQ) in response to a Request for Qualifications. One who makes an offer in response to a solicitation. Terms *Respondent*, *Respondent*, and *Contractor* are interchangeably throughout this Request for Qualifications.

Pre-Bid/ Pre-Proposal Conference (Meeting): A meeting held by the procurement officer with potential bidders/Respondents, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable.

Request for Proposal (RFP): The document used to solicit proposals from potential providers (proposers) for goods and/or services. Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price, prior to contract award. May include a provision for the negotiation of best and final offers. May be a single-step or multi-step process. Introduced in the Armed Services Procurement Act of 1962 as well as by the Competition in Contracting Act of 1984.

Request for Qualifications (RFQ): The document used to solicit qualifications from potential providers for goods and/or services (Respondents). Price is usually not a primary evaluation factor. The Request for Qualifications provides for the negotiation of all terms, including price prior to contract award. It may include a provision for the negotiation of Best and Final Offers. Or, the Request for Qualifications may be a single step or multi-step process.

Responsible Bidder/Respondent: Also referred to as Responsible Proposer or Respondent, this is a contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract, and they must possess the full capability, including financial and technical, to perform as contractually required. They must also be able to fully document the ability to provide good faith performance.

Responsive Bidder/Respondent: Also referred to as Responsive Proposer or Respondent. A contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Request for Qualifications and all of its requirements, including all form and substance.

Scope of Work/Services: A detailed, written description of the conceptual requirements for the project contained within a Request for Qualifications. The Scope of Work should establish a clear understanding of what is required by the procurement officer.

Service/Services Contract: An agreement calling for a company's time and effort. The furnishing of labor, time, or effort by a company, which may involve to a lesser degree, the delivery or supply of products.

Short List: Names of candidates that have been narrowed considerably from a longer list of top-ranked Respondents.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

Statement of Qualifications (SOQ): A statement of qualifications is a document submitted by a company in response to a Request for Qualifications to be used as the basis for review of the Respondents ability to provide the scope of services.

Unsuccessful Bidder: A company whose bid was not accepted for reasons of price, quantity, or failure to comply with specifications.

(Definitions above provided by the National Institute of Governmental Purchasing & Free Dictionary.com)

DEFINITION OF TERMS:

Whenever the terms “**shall,**” “**must,**” or “**is required**” are used in the RFQu, the referenced task is a mandatory requirement of this RFQu. Failure to meet any mandatory requirement will be cause for rejection of a submittal.

Whenever the terms “**can,**” “**may,**” or “**should**” are used in the RFQu, the referenced specification is discretionary. Therefore, although the failure to provide any items so termed will not be cause for rejection, the Selection Committee may consider such failure in evaluating the submittal.

Whenever the terms “**apparent successful**” or “**top-ranked**” or “**highest-ranking**” firm or Offeror are used in this document, the reference is to the firm that the Selection Committee ultimately judges to have submitted the case best satisfying the needs of the owner in accordance with the RFQu. The selection of an apparent successful firm does not necessarily mean the Selection Committee accepts all aspects of the firm’s submittal or proposal.

APPENDECIES

- A.** Qualification Questionnaire
- B.** Instruction to Offerors – Non-Construction HUD-5369-B
- C.** General Conditions for Non-Construction Contracts HUD-5370-C
- D.** Certificate for a Drug-Free Workplace
- E.** Section 3 Policy
- F.** MBE Participation
- G.** PiggyBack Clause Form

APPENDIX - Qualification Questionnaire

PART 1 - GENERAL

The following information and completed forms are required by Columbia Housing (CH), and failure to provide the data in this section will subject the bidder to disqualification.

1.1 DESCRIPTION

- A. Information submitted will be used by CH to determine the competency and ability of the Contractor to perform the scheduled work in a manner deemed satisfactory to the Owner. CH’s decision shall be final.
B. The Contractor shall include with this section the most recent audited financial statements for a 5-year period (either SEC filings or Certified Annual Financial Reports). Complete balance sheets and income statements must be included. (This information must be submitted back in a sealed envelope labeled “Financials” with your company name). Data provided for parent or child entities related to the contractor firm in lieu of the Contractor’s data shall not be reviewed.
C. The Contractor shall certify, by attaching his signature, that all information contained herein is complete and all statements and answers are accurate and true. Providing misinformation, incomplete information, inaccurate information, or failure to certify the information will subject the bidder to disqualification.

1.2 GENERAL INFORMATION

1.2. General Company information (Primary/Main office location)

Company Name
Physical Address
Mailing Address
City/State Zip Code + 4
() Phone number () Fax number
Primary Contact Name Secondary Contact Name
Primary Contact Email Address Secondary Contact Email Address

1.3 ORGANIZATION

- 1.3.a. Business type (check box) [] Corporation [] Partnership [] Limited Liability Company [] Sole Proprietor [] Joint Venture
1.3.b. Type of Work (check box) [] General Construction [] Electrical [] Mechanical [] Plumbing [] Other (please specify)

1.3.c. Licensing information (Please provide all South Carolina professional licenses required for you to perform your services.)

SC License Type (check box) General Construction Electrical Mechanical Plumbing
 Other (please specify)

<u>SC License number</u> (provide a copy)	<u>License Limit/Level</u>	<u>State/County/City Privilege License</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

1.4 BONDING

1.4.a. Attach a letter, dated within the last 30 days, from your surety company, signed by their Attorney, in Fact, verifying their willingness to issue a payment and performance bond in the amount of \$10,000,000.00 for this project, on behalf of your firm or its agent licensed to do business in South Carolina, and verifying your company's capability and capacity based on your current value of work. Surety company bond rating shall be rated "A" or better under the A.M. Best Rating system or The Federal Treasury List.

Have you attached a surety letter? Yes No

1.4.b. Have any funds been expended by a surety company on your firm's behalf?
 Yes No If yes, explain:

1.4.c. List all surety companies that have provided bonds for your company for the past five (5) years, provide an explanation, required, if more than one company.

_____	_____	_____
Date	Firm	Reason
_____	_____	_____
Date	Firm	Reason
_____	_____	_____
Date	Firm	Reason

1.5 INSURANCE

1.5.a. Evidence of Insurance

In order to prequalify, contractors must indicate that they can provide evidence of insurance coverage, see below, as follows should they subsequently be the successful bidder. Do you agree? Yes No

Liability Insurance - The Contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise

from or in connection with the performance of the work by the Contractor, his agents, or representatives, employees or subcontractors.

A.) **Commercial General Liability Insurance:** Coverage in an amount not less than the 1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming Columbia Housing as an additional insured.

B.) **Automobile Liability Insurance:** \$500,000.00 combined single limit per accident for bodily injury and property damage.

C.) **Excessive Liability Insurance:** Naming the Contractor or other person who will be performing the activity as insured and also naming the City of Columbia as an additional insured in an amount no less than \$2,000,000.00 for bodily injury, personal injury, property damage and products completed operations.

D.) **Professional Liability Insurance:** The minimum Professional Liability Policy limits to be provided by the successful Interior Designer Consultant shall be \$1,000,000 per occurrence and \$2,000,000 aggregate limit for bodily injury liability and property damage liability. The limits afforded by the Professional Liability Policy shall apply only to the CH and CH's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this Agreement.

1.6 SIZE/CAPACITY

1.6.a. How many full-time permanent employees work for the company?

1.6.b. If the company has more than one office location, how many full-time permanent employees work for the company at the location which will serve this project?

PART 2 - EXPERIENCE

2.1 EXPERIENCE

Does your company have a minimum of 10 years of experience to provide Interior Design, Furniture, Fixtures, and Equipment (FF&E) as indicated in the proposed scope of services?

Yes No **(If No, your company will be deemed not qualified.)**

If yes, list the number of proven years' experience. _____

2.2 YEARS OF OPERATION

Number of years in business as a contractor under the company name listed in 1. 2. a., above: _____ years. List any other names your firm operated under previously including dates of operation.

2.2.a. List date, State, and type of incorporation, partnership, or proprietorship establishment:

_____ Date _____ State/Type (incorporation, partnership/proprietorship)

2.2.b. List names of the firm principals appropriate to the type of the firm:

Corporation: President, Vice-president, Secretary, Treasurer

Partnership: Partners

Proprietorship: Owner

Other: List and explain

Title: _____ Full Name: _____ Yrs. Service: _____

Title: _____ Full Name: _____ Yrs. Service: _____

Title: _____ Full Name: _____ Yrs. Service: _____

Title: _____ Full Name: _____ Yrs. Service: _____

Title: _____ Full Name: _____ Yrs. Service: _____

2.2.c. Within the last 5 years, has your organization been pre-qualified to bid on a substantially similar project and failed to submit a bid without notice of good cause before the final bid date?

Yes No If yes, on a separate sheet, list the name of the project and the reason you did not submit a bid.

2.2.d. Provide the resumes for the key personnel that will be assigned to the project, if awarded. These individuals shall be assigned for the term of the project. Include the Project Manager, Site Superintendent, and any other relevant individuals. (Please use a separate sheet of paper and label the section accordingly)

2.3 WORKLOAD AND CAPACITY

How many solar projects do you currently have under contract or in progress, and what is their total dollar value?

_____ (#) of projects

\$ _____ (Current projects contract amount)

2.4 LITIGATION/CLAIMS

2.4.a. Has your company ever failed to complete work awarded to it? Yes No
If yes, please provide project name(s), contact information for the Owner, year(s), and the reason why. Attach relevant documentation.

2.4.b. Have you ever paid liquidated damages on any project? Yes No If yes, state the project name(s), year(s), and the reason why.

2.4.c. Has your company filed any claims on any previous services within the last five years?
Yes No If yes, state the entity name(s), year(s), case number, and reason why.

2.4.d. Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging? Yes No If yes, state the entity name(s), year(s), and the reason why:

2.4.e. Has your present company ever been suspended or debarred? Yes No If yes, state the year(s) and the reason why:

2.5 SIMILAR WORK/REFERENCES

2.5.a Please identify three (3) references most closely reflecting the scope of services being requested for the currently proposed project. The substantially similar projects should have been completed within the last five (5) years. The references must also complete the Reference Questionnaire (Appendix II). Columbia Housing shall **not** be used as a reference.

#1	
Entity Name	
Owner Name/ Representative	
Owner Address/Direct Phone #	
Original contract price:	
Final construction price:	
Specified completion time:	
Actual completion time:	
Explanation of work:	
Reference Letter Attached (y/n)	

#2	
Entity Name	
Owner Name/ Representative	
Owner Address/Direct Phone #	
Original contract price:	
Final construction price:	
Specified completion time:	

Actual completion time:	
Explanation of work:	
Reference Letter Attached (y/n)	

#3	
Entity Name	
Owner Name/ Representative	
Owner Address/Direct Phone #	
Original contract price:	
Final construction price:	
Specified completion time:	
Actual completion time:	
Explanation of work:	
Reference Letter Attached (y/n)	

2.5.b Please identify the Disadvantaged Business Enterprise (DBE), if any, participation in the three (3) references provided in 2.5 a.

Reference	Type of DBE participation	Percentage and Contract Value
1		

2		
3		

PART 3- CERTIFICATION

I HEREBY CERTIFY that as a duly authorized representative of _____
_____ (bidder), the information provided is to the
best of my knowledge accurate and that failure to provide accurate information will result in
disqualification of my bid.

Company Name

Physical Address

Mailing Address

a. Dated this day of: _____

Submitted by:

Signature by Authorized Officer

Print Title of Authorized Officer

Phone: _____

Contact person's phone number

Email: _____

Contact person's E-mail address

(SEAL)

b. Notary Certification:

State: _____

County: _____

Notary Public of the County and State aforesaid, certify that _____,
personally appeared before me this day and acknowledged the execution of the foregoing
instrument. Witness my hand and official seal, this the _____ day of _____, 20 _____

(Official Notary Seal or Stamp)

Signature of Notary Public

My commission expires _____, 20 _____



Instructions to Offerors Non-Construction

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

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) 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.

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.

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.

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;

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

=====

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

=====

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

APPENDIX D

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

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

X



CAPITAL ASSETS
1917 Harden Street
Columbia, South Carolina 29204
(803) 254-3886

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.

MBE PARTICIPATION CERTIFICATION

I certify that I have reviewed and fully understand the attached Columbia Housing Authority MBE requirements and will take the five affirmative steps listed and make a GOOD FAITH EFFORT to achieve the MBE participation goal.

Principal Officer of Bidding Company

Date

END OF DOCUMENT

NON-COLLUSIVE AFFIDAVIT

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

_____, being first duly sworn, deposes and says:

THAT HE/SHE IS _____ (*a partner or officer of the firm of, etc.*) the party making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive nor sham; that said bidder has not colluded, conspired, connived nor agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding; and has not in any manner, directly or indirectly, sought by agreement of collusion, or communication or convergence, with any person, to fix the bid price of affiant or of any other bidder; nor to fix any overhead, profit, or cost element of said bid price, nor of that of any other bidder; nor to secure any advantage against THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, SOUTH CAROLINA, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signatures of:

BIDDER, if the Bidder is an individual:

PARTNER, if the Bidder is a partnership:

OFFICER, if the Bidder is a corporation:

SUBSCRIBED AND SWORN TO BEFORE ME

This _____ day of _____, 20_____

(Notary Public)

My Commission expires: _____

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: _____