

REQUEST FOR PROPOSALS



DEMOLITION Allen Benedict Court

PROPOSAL DUE DATE:

**May 12, 2020
2:00 PM Local Time**

PART 1 – INTRODUCTION

1.1 GENERAL

The **Housing Authority of the City of Columbia, South Carolina** (Columbia Housing or CH) is seeking proposals from qualified Contractors for the demolition of the former Allen Benedict Court Public Housing Community. Upon completion of the work, the Contractor must provide a stabilized, clean and buildable site.

Columbia Housing intends to enter into a fixed price contract with a qualified Demolition Company (Contractor) to provide demolition design services, salvage removal and disposal services, environmental remediation services, demolition services and site stabilization services in accordance with all federal, state and local requirements.

Work under this solicitation includes the demolition of all residential and non-residential buildings, basements, foundations, footings, slabs, sidewalks, parking areas, mailbox clusters, lights, dumpster pads, retaining walls, site walls, asphalt paved areas, removal of underground utilities, erosion control, grading and site stabilization upon completion of all demolition and removal work.

The Contractor will be responsible for hiring a consultant to develop all necessary design and engineering plans. The Contractor shall coordinate and obtain the necessary design professionals required to accomplish the design services.

The Contractor will be responsible for all documents needed to secure permits under the project including local and state permits as required by the City of Columbia and the South Carolina Department of Health and Environmental Control (DHEC).

The Contractor will remove and dispose of all items within the units prior to the commencement of any remediation or demolition work. This includes removal of all household items, furnishings, personal belongings, appliances, appurtenances, and any other non-permanent fixtures.

The Contractor shall provide all required supplies and services to complete all required tasks under this solicitation including labor, materials, equipment, transportation, subcontractors and project administration.

Columbia Housing invites experienced Demolition Companies to respond to this solicitation and encourages firms to seek Minority, Women and Disadvantaged Business Enterprise (M/W/DBE) firms to actively participate in the work under this solicitation.

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. 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 and its affiliates own and manage a variety of affordable housing units and administer Housing Choice Vouchers along with a myriad of supportive service programs for its 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 for the revitalization of its public housing portfolio.

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, changing federal housing policy during the 1970's resulted in a changing income character of the tenants in public housing. These federal policy changes, partnered with market changes, such as the 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, ABC along with many urban public housing developments, facing inadequate rental income and insufficient federal subsidies, fell into disrepair.

Construction and acquisition of new public housing units effectively ended after the federal government stopped funding new development in the mid-1990s. Support and funding for Public Housing has continued to decrease since that time. Unable to meet the capital needs of the property, 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).

The selected Contractor must remain cognizant of this recent tragic history and sensitive to lingering emotions throughout the demolition period. The Contractor, all subcontractors, all representatives and all employees will be expected to communicate solely with assigned representative(s) from Columbia Housing and refer all inquiries to Columbia Housing's VP of Communications.

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.

PART II – PROJECT SCOPE

2.1 GENERAL REQUIREMENTS

This solicitation includes but it not limited to the following tasks. The selected Contractor must complete all work necessary to provide Columbia Housing with a stabilized, clean and buildable site.

- Demolition design and engineering.
- Removal and disposal, **prior to commencement of demolition** of all items within the units including all household items, furnishings, personal belongings, appliances, appurtenances, and any other non-permanent fixtures.
- Environmental remediation in accordance with the Asbestos Containment Assessment and the Lead Based Paint Screening reports.
- Demolition of all residential and non-residential buildings, basements, foundations, footings, slabs, sidewalks, parking areas, mailbox clusters, lights, dumpster pads, retaining walls, site walls, and asphalt paved areas.
- Removal of underground utilities and tapping utilities at mains.

- Removal and disposal in an appropriate landfill of all demolished material and related debris.
- Grading, seeding, erosion control and site stabilization upon completion of all demolition and removal work

Site Plan – A site plan for Allen Benedict Court is located in Exhibit 1 attached hereto.

Survey – A survey is in process and will be provided to the selected Contractor prior to commencement of construction.

As Built Drawings – Complete as-built plans of Allen Benedict Court are located in Exhibit 2 attached hereto.

Existing Conditions – All residential and non-residential structures are out of service and no legal residents are authorized to be on the site. If an individual is found in a unit or on-site, Contractor shall request individuals to immediately vacate and shall coordinate with local law enforcement if such action is necessary. After the project has begun, the Contractor is responsible for the condition of structures to be demolished. The Owner does not warrant that the condition of structures to be demolished will not have changed since the time of inspection for proposal purposes.

Permitting - The Contractor shall prepare all documentation required for permitting of the project and is responsible to secure all necessary permits from the City of Columbia and the State of South Carolina Department of Health and Environmental Control (DHEC) as needed to perform the work in accordance with the specification set forth herein and industry standards for this type of work.

Security - The Contractor shall provide safe and secure storage of equipment and supplies while on site and shall ensure that all work meets the federal OSHA standards. The Contractor is responsible for securing the site throughout the duration of the project. The site includes all structures and the surrounding ground. The Contractor must provide a security plan to CH prior to commencement of work outlining the details of how the site will be secured.

Signage - The Contractor is responsible for posting all appropriate signage regarding labor laws. "No dumping" and "no trespassing" signs must be installed and maintained along the perimeter of the fence and at each gate entrance throughout the project.

Grounds - The Contractor shall maintain the curb appearance throughout the project duration assuring that grounds are maintained in current conditions.

Resident Peaceful Enjoyment – Surrounding residential housing and student housing may be occupied during the demolition activities. Contractor shall take appropriate measures to keep noise and dust to a minimum, and shall properly control the same to prevent inconvenience and hardship to homeowners and neighborhood residents.

Utilities - The Contractor will be responsible for the provision and cost for water, electricity or any other needed utilities at the site during the project. If hydrants are required, the contractor must meter the connection and pay for all usage.

Debris - The Contractor shall properly dispose of all debris in accordance with specified requirements. The Contractor shall keep the site free of debris throughout the duration of environmental remediation and demolition activities.

Weather Delays - The contract completion date may be adjusted for weather delays as determined by CH. Weather delays are defined as days where the Contractor cannot perform work due to the severity of the weather. The Contractor shall maintain a log of days not worked due to weather and provide CH with a written explanation on why work cannot be performed. CH, at its discretion will determine if the delay is warranted due to weather and will notify the Contractor of its decision.

Warranty - The Contractor will be responsible for providing CH with a general one (1) year warranty for work performed as part of the project. The warranty will include all measures to ensure site stabilization and compliance with applicable erosion control requirements.

Other - The Contractor shall comply with all terms outlined in Exhibit A, HUD 5369 Instructions to Bidders and Exhibit B, HUD 5370 General Conditions attached to this document.

2.2 DESIGN AND ENGINEERING

The selected Contractor will be responsible for subcontracting for all required services related to design and engineering of the project. All subcontractors proposed for this contract shall be listed in the submittals and Columbia Housing reserves the right to reject any subcontractor who has been barred by the U.S. Department of Housing and Urban Development. The Contractor shall complete the following tasks associated with the design and engineering of the proposed demolition work.

Columbia Housing Approval - All design, plans, technical specifications and drawings shall be submitted to CH for review and approval prior to commencement of any work on the site.

Site Analysis – The Contractor shall perform an in-depth site analysis to determine the most secure and appropriate method for demolition and provide CH an engineering certification confirming that the selected methodology is the most feasible and secure and will protect the integrity of the structures in the surrounding area.

Remediation Plans and Specifications – The contractor shall prepare all plans and technical specifications for remediation and removal of all environmental conditions as detailed in the APEX Asbestos Containment Assessment report outlined in Exhibit 6 and the Lead Based Paint Screening report outlined in Exhibit 7, both attached hereto. Technical plans and specifications shall clearly define the extent of Asbestos Containing Materials (ACM) and Lead based Paint Materials (LPB) and the requirements of removal, transportation and disposal.

Air Quality Monitoring Plan - CH has contracted with APEX Environmental Management to provide on-site air monitoring during the environmental remediation process. The Contractor shall coordinate with APEX and include all air monitoring requirements in the plans and specifications as needed.

Demolition Plans and Specifications – The Contractor shall prepare all demolition plans, drawings and technical specifications for demolition and removal of the building structures, foundations, slabs, footings, concrete sidewalks, blacktop parking areas and underground utilities to the main feeds servicing the buildings.

Erosion Control and Site – The Contractor shall detail in the plans and specifications all requirements to return the land to a clean and buildable site including density testing, grading requirements, and compaction and backfilling details. Erosion control requirements must comply with all provisions set forth by South Carolina DHEC and the City of Columbia.

Utilities – The Contractor coordinate with all utility providers and detail in the plans and specifications the requirements to disconnect and cap all utility services to the site.

Tree Protection – All trees shall remain on the site and must be protected in accordance with the City of Columbia Tree Protection Standards. Contractor must engage a certified Arborist to provide a detailed tree protection plan. The plan shall include a tree survey identifying all trees and a detailed protection plan that will assure protection of trees and their root systems throughout the entire construction period. Contractor shall be required to replace any damaged trees during the construction period and for one year thereafter.

Soil Materials – Contractor shall detail the soil material and compaction standards to be used for backfill. All soil material must be pre-approved by Columbia Housing prior to use. Materials shall be free of rock or gravel larger than 2” in any dimension, debris, waster, vegetable or other deleterious matter. Top soil shall be a minimum of 4 inches throughout the site and comply with all soil erosion requirements of the City of Columbia and SC DHEC. Excavated material may be temporarily stockpiled and stored on site is approved by CH as satisfactory material to be used for fill prior to completion of the project.

2.3 ENVIRONMENTAL REMEDIATION

The selected Contractor shall be responsible for abatement and removal of all asbestos and lead based paint containing materials from the buildings to be demolished.

Drawings, general provisions of the contract, including general and supplementary conditions and bonding requirements shall apply to the environmental remediation and removal work of this project. The contract documents show the work to be done under the contract and related requirements and conditions impacting the project. Related requirements and conditions include applicable codes and regulations, notices and permits, existing site conditions and restrictions on use of the site, coordination with other work and the phasing of the work.

In the event the Asbestos and/or Lead Abatement Contractor discovers a conflict in the contract documents and/or requirements or codes, the conflict must be brought to the immediate attention of the Owner for resolution. Whenever there is a conflict or overlap in the requirements, the most stringent shall apply. Any actions taken by the Contractor without obtaining guidance from the Owner shall become the sole risk and responsibility of the Asbestos Abatement Contractor.

Quantities of Material – The Asbestos Containing Assessment and Lead Based Paint Screening reports provide an estimate of the quantities of materials to be abated. The quantities are for informational purposes only and are based on the best information available at the time of the environmental material inspections. The Environmental Remediation Contractor shall satisfy themselves as to the actual quantities to be abated. Nothing in any document provided by CH may be interpreted as limiting the extent of work otherwise required by this contract and related documents.

Removal, Clean-up and Disposal of Environmental Materials - The selected Contractor shall be required to perform all work tasks to property remediate environmental materials as required including:

- Pre-abatement activities including pre-abatement meeting(s), inspection(s), notifications, permits, submittal approvals, work-site preparations, emergency procedures arrangements and standard operating procedures for asbestos containing material abatement work.
- Abatement activities including removal, clean-up and disposal of waste, recordkeeping, security, monitoring and inspections.
- Cleaning and decontamination activities including final visual inspection and certification of decontamination.

2.4 PRE-DEMOLITION

The selected Contractor shall be responsible for coordination of all activities related to this project with Columbia Housing, the City of Columbia and local businesses and neighbors within a two block vicinity of the site.

Project Plan and Timeline – Within 10 days of selection, the Contractor shall provide CH with a detailed project timeline identifying all project tasks with start dates and completion dates.

Public Notice and Communication – Columbia Housing will work with the Contractor to identify key points in the timeline when public communication will be required and the manner in which such communication will occur. The Contractor may be required to participate in public meetings or presentations to provide technical information related to the demolition work.

Police and Fire Training – The Housing Authority may provide access to the site and buildings for use by the Columbia Police and Fire Departments for training exercises. Prior to commencement of demolition, the selected Contractor shall coordinate additional use of the building with the Columbia Police and Fire Department for continued training. More details of training will be provided to the Contractor upon selection.

Neighborhood Conditions – The Contractor shall inspect to the extent possible all residential and commercial buildings in the immediate vicinity (the square city block on which the site is located) and document current conditions with photos and written inspection reports. The purpose of these inspections is to determine current conditions to minimize post claims of damage related to the demolition activity.

Easements and Street Closures – The Contractor shall determine the need for temporary easements on adjacent properties and temporary closure of adjacent streets and shall identify the dates and time of such closures in the Master Project Timeline. The Contractor shall be responsible for securing access for temporary easements and coordinating street closures with the City of Columbia.

Miscellaneous Appurtenances - The Housing Authority has removed all equipment, materials and supplies desired from the buildings. Any remaining equipment, materials, supplies or debris shall be the removed and disposed by the Contractor prior to commencement of demolition.

Utilities – The Contractor shall be responsible for coordination of utility disconnections and capping utility lines prior to commencement of demolition. All precautions must be taken to assure that there are no interruptions to utility services for neighboring houses or businesses during the demolition process.

2.5 DEMOLITION

The selected Contractor shall be responsible for demolition and/or removal of all identified structures from the site; removal and capping of all overhead and underground utility lines to the main supply and service; removal of all concrete walks and blacktop from parking areas; and grading, fill and seeding of all land to provide a clean and buildable site for redevelopment.

Deconstruction and Removal – The Contractor may choose to deconstruct and recycle any building components in the structures to be demolished. All such decisions shall be the sole responsibility and liability of the Contractor. If material is salvaged and sold, 50% of sales proceeds will be provided to Columbia Housing in the form of a credit to the total contract costs.

Demolition - The Contractor shall demolish all structures in accordance with the agreed upon and approved plans and specifications prepared in the design and engineering phase of the project. All demolition activity shall be completed in accordance with all provisions set forth in the permitting applications to the State of South Carolina and the City of Columbia and industry standards for demolition activity.

Slabs and Foundations – The Contractor shall remove all concrete slabs, foundations, footings and piles located on the site, as applicable. Piles, if existing, shall be cut to a minimum of 12 feet below grade.

Site Restoration – The Contractor shall remove all permeable surface material including concrete walkways, blacktop, parking areas and any other pavement on the site. The site shall be restored to the grade of all surrounding land. Fill provided to grade the site must be free from any hazardous conditions and soil shall be properly compacted. Fill and grading work must be completed under the direction of a geotechnical engineer and CH has the right to inspect and approve all fill material prior to installation on site. The site must be seeded in accordance with the DHEC approved erosion control plan and related requirements.

PART III - SUBMISSION REQUIREMENTS

3.1 METHOD OF SOLICITATION

Columbia Housing is asking qualified and experienced Contractors to submit a proposal for the work described in this solicitation. The selected respondent shall be responsible for safety planning and all environmental compliance requirements related to the demolition of the buildings. Completed work shall consist of providing the Housing Authority with a “clean and buildable” site for redevelopment.

It is the intent of Columbia Housing to select a single Contractor, based on qualifications and price. The following schedule has been developed for the processing of this RFP.

It should be noted that the dates listed are estimated and may be changed based on the needs of Columbia Housing. Changes in dates will be issued via an addendum to this solicitation.

CONTRACTOR SELECTION SCHEDULE	ESTIMATED DATE
Availability of RFP Package	Monday April 20, 2020
Virtual Pre-Bid Conference Via Zoom (Optional) https://zoom.us/j/92881030176?pwd=SnJJSXRBS0VNa2VDQTVVaVQ1QjVadz09 Meeting ID: 928 8103 0176 Password: 887309	Tuesday April 28, 2020 12:00 NOON EST
Deadline for Submission of Questions	Thursday April 30, 2020
Issuance of Response to Questions (Addendum)	Monday May 4, 2020
Proposal Due Date and Time	Tuesday May 12, 2020 2:00 PM E.S.T.
Contract Award	May 14, 2020
Contract Start Date	June 1, 2020

3.2 CONTENT OF SUBMISSION

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

1. **Experience** - Provide a brief description of previous demolition experience. Provide a listing of all demolition projects in progress or completed over the past five years with the following information: name and location of project; description and size of buildings demolished; method of demolition (deconstruction, demolition or implosion); total project demolition costs; and name, address, email and telephone number of client/owner for each demolition project listed.
2. **Demolition Team** – List the names and a brief bio/background of key personnel who will constitute the Demolition Team under this request, including all subcontractors to be used. Provide the address of the principal office of each entity listed. Identify the Project Manager to be assigned to this contract. Identify if any firm listed is a Minority/Woman/Disadvantaged Business Enterprise.
3. **References**– Provide five (5) current or recent references for demolition projects similar in size and scope the Respondent has completed within the past five years.
4. **Fee Proposal and Insurance** – Complete the price proposal attached in Exhibit 8 of this document and provide a certificate of insurance identifying all insurance coverage and amounts of each type of coverage. Provide a letter from a bonding company indicating the respondent’s ability to secure a 100% payment and performance bond.
5. **Forms** – Complete all forms, sign, date and notarize as applicable, all forms found in Exhibit 9.

3.3 DIRECTIONS FOR SUBMISSION

Optional Pre-Bid Conference - A virtual pre-bid conference will be held on **Tuesday, April 28, 2020 at 12:00 NOON Eastern Standard Time**. The pre-bid conference is **not mandatory** and will be held via Zoom to comply with Social Distancing requirements under the COVID-19 protocols. A link to the Zoom meeting is provided in the chart above and will be on the front page of the Columbia Housing website the morning of the Pre-Bid Conference.

Site Visits – Contractors may make individual arrangements to visit the site by contacting Adam Dalenburg at adalenburg@chasc.org or 803-722-0130. A letter authorizing Contractors to be on the site for the day and times confirmed will be provided via e-mail. No employee of the Housing Authority will be present for the tour.

Submission Requirements - The Proposal shall be submitted via e-mail to: adalenburg@chasc.org at anytime prior to the due date and time. The proposal may also be submitted on a on a flash/jump drive. The flash/jump drive must be placed in a sealed envelope and placed in the drop box located in the front of the main entrance to Columbia Housing Central Office located at 1917 Harden Street, Columbia. The outside of the envelope must clearly be marked as follows:

**RESPONSE TO RFP FOR ABC DEMOLITION
Attention: Adam Dalenburg**

The electronic file whether sent via e-mail or on a jump drive shall be a single pdf document and shall include a divider page inserted at the beginning of each section that clearly labels and identifies the corresponding section of the submission (Sections 1 through 5 as identified above.).

No response will be received via United States Postal Service, Federal Express, United Parcel Service (UPS) or any other delivery service.

Formal communication, such as requests for clarification and/or information concerning this solicitation shall be submitted via e-mail to Adam Dalenburg, Capital Assets, at adalenburg@chasc.org by the date stated in the above schedule. Responses to inquiries will only be provided in writing via issuance of an addendum to this RFP by the date stated in the schedule detailed above. All addenda will be issued on Columbia Housing’s website.

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 Proposals 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:

CRITERIA	POINTS
General Demolition Experience – Contractor has successfully completed a minimum of ten projects similar in size and scope and has over ten years of experience in designing, engineering and completing large demolition projects based on project listings and references.	30
Experience of Individual Team Members – Individuals of the proposed team have a minimum of five years experience in designing, coordinating, managing and successfully completing similar demolition projects including subcontractors proposed for the project as reflected individual bios and resumes.	25
Section 3/MBE Requirements – The Contractor presents an SWMBE Plan which reflects that a minimum of 30% of the contract price is awarded to a qualified SWMBE firm and a minimum of three positions are provided to Section 3 residents.	10
Fee Proposal – The costs for the proposed work are reasonable in relation to the scope of the project. Respondent provided a letter confirming their ability to secure a 100% payment and performance bond.	25
TOTAL POINTS	90
Optional Interview Points	10
TOTAL POSSIBLE POINTS	100

4.3 SELECTION

An evaluation committee appointed by the Columbia Housing’s SVP of Development will score each proposal in accordance with the stated criteria listed above. The evaluation committee members will complete scoring in accordance with the criteria set forth above, of each respondent, based on the information provided in the proposal.

The two firms with the highest combined score may be required to attend a virtual interview. If interviews are conducted, evaluation committee members will add scoring based on the interview as noted above.

The recommended Contractor will be selected based on the highest total combined final score from all evaluation committee members. Staff will provide the final recommendations and scores to the Board of Commissioners who will be responsible for final selection of the Demolition Contractor.

PART V - GENERAL CONDITIONS

5.1 CONFLICT OF INTEREST

a. The respondents 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:

1. Respondents may have an unfair competitive advantage; or

2. 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. CH 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 CH, Columbia Housing may disqualify the respondents.
- d. The provisions of Section 5.1 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 there from. This provision shall be construed to extend to any contract made with the successful respondents.
- f. No member, officer, or employee of CH, no member of the governing body of the locality in which the project is situated, no member of the governing body in which CH 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.

5.2 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.

5.3 AWARD

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

5.4 PROPOSAL TABULATIONS/NOTIFICATION

After the award is made, a list of firms submitting proposals will be furnished upon written request only and will not be provided by telephone. Each unsuccessful vendor will be notified in writing promptly upon award. The notice shall identify the successful firm.

5.5 FORM OF PURCHASE

The acceptance of the proposed firm's offer for the services specified herein shall be made through execution of a duly authorized contract prepared by CH. Vendors are cautioned to make no assumptions or accept any representations by any employee, member, officer or representative of CH concerning the award until a contract agreement is executed.

5.6 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 CH in writing specifying the regulation which requires alteration. CH reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to CH.

5.7 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.

5.8 ASSIGNMENT OR TRANSFER

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of CH. Claims for sums of money due, or to become due from CH pursuant to the contract may be assigned to a bank, trust company or other financial institution. CH 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 CH's prior written consent.

5.9 AVAILABILITY OF RECORDS

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), CH 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.

5.10 PATENTS – LICENSES AND ROYALTIES

The successful firm shall indemnify and save harmless CH, 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 CH. 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 CH at the end of the Agreement.

5.11 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 CH harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

5.12 TAXES

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

5.13 ADVERTISING

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

5.14 INSURANCE

- a. **Insurance.** 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.

CH shall be named as additional insured on all policies.

- b. **Waiver.** The selected firm shall not hold CH 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 CH 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 CH 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.

5.15 PROOF OF LIABILITY INSURANCE

The successful firm shall furnish to CH 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 CH for the duration of the contract and no less than one year thereafter.

5.16 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. All employees shall wear a photo identification card while working on site at CH property.

5.17 REMOVAL OF EMPLOYEES

CH may request the successful firm to immediately remove from assignment to CH 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 CH.

5.18 SUPERVISION

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

5.19 PERFORMANCE EVALUATION MEETING

The selected firm shall be readily available to meet with representatives of CH 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.

5.20 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 CH Executive Director.
- b. **Filing the Protest.** The respondents must first advise CH's Executive Director 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 with the contact person listed in the solicitation.
- 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 CH'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 CH'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 CH Executive Director 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 Executive Director'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 Executive Director will attempt to resolve the protest on an informal basis. The Executive Director 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 Executive Director.
- f. **Resolution.** The Executive Director 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 Executive Director will notify the Respondents making the protest of his/her decision.

5.21 FEDERAL, STATE AND LOCAL REPORTING COMPLIANCE

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

5.22 NONDISCRIMINATION

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

5.23 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.

5.24 PROJECT PERSONNEL

Except as formally approved by CH, 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 CH and approved.

5.25 PAYMENT

Periodic payments for services shall be provided as negotiated and outlined in the contract document.

5.26 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 CH shall be addressed as provided in the contract.

5.27 CANCELLATION

Irrespective of any default hereunder CH 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.

5.28 LAWS

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

5.29 **EXHIBITS**

- 1) Allen Benedict Court Site Plan
- 2) Survey
- 3) As Built Plans
- 4) Environmental Phase I Report
- 5) Environmental Federal Checklist Report
- 6) Asbestos Containing Assessment Report
- 7) Lead Based Paint Screening Report
- 8) Price Proposal
- 9) Required Forms
 - a) Non-Collusive Affidavit
 - b) HUD 50070 Certification of Drug Free Workplace
 - c) HUD 5369 Instructions to Bidders for Contracts
 - d) HUD 5369a Representations, Certifications and Other Statements of Bidders
 - e) HUD 5370 General Conditions for Construction Contracts – Public Housing